FORM S-4

Registration of securities issued in business combination transactions

Filing Date: **2013-01-14**
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(HTML Version on secdatabase.com)

FILER

MAGNUM HUNTER PRODUCTION INC
CIK:**1175233**| IRS No.: **752589131** | State of Incorp.:**TX** | Fiscal Year End: **1231**
Type: **S-4** | Act: **33** | File No.: **333-186015-06** | Film No.: **13528522**

Mailing Address
1700 LINCOLN STREET
SUITE 1800
DENVER CO 80203

Business Address
1700 LINCOLN STREET
SUITE 1800
DENVER CO 80203
3032953995

MAGNUM HUNTER RESOURCES CORP
CIK:**1335190**| IRS No.: **860879278** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **S-4** | Act: **33** | File No.: **333-186015** | Film No.: **13528525**
SIC: **1311** Crude petroleum & natural gas

Mailing Address
777 POST OAK BLVD #910
HOUSTON TX 77056

Business Address
777 POST OAK BLVD #910
HOUSTON TX 77056
832-369-6986

NGAS Hunter, LLC
CIK:**1502386**| IRS No.: **273553737** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **S-4** | Act: **33** | File No.: **333-186015-10** | Film No.: **13528528**

Mailing Address
1048 TEXAN TRAIL
GRAPEVINE TX 76051

Business Address
1048 TEXAN TRAIL
GRAPEVINE TX 76051
469-293-2168

Williston Hunter ND, LLC
CIK:**1502387**| IRS No.: **273553737** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **S-4** | Act: **33** | File No.: **333-186015-09** | Film No.: **13528527**

Mailing Address
1048 TEXAN TRAIL
GRAPEVINE TX 76051

Business Address
1048 TEXAN TRAIL
GRAPEVINE TX 76051
469-293-2168

Triad Hunter, LLC
CIK:**1505505**| IRS No.: **271657989** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **S-4** | Act: **33** | File No.: **333-186015-11** | Film No.: **13528529**

Mailing Address
2711 CENTERVILLE ROAD,
#400
WILMINGTON DE 19808

Business Address
2711 CENTERVILLE ROAD,
#400
WILMINGTON DE 19808
866-403-5272

Eagle Ford Hunter, Inc.
CIK:**1505511**| IRS No.: **840820328** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **S-4** | Act: **33** | File No.: **333-186015-02** | Film No.: **13528518**

Mailing Address
2711 CENTERVILLE ROAD
#400
WILMINGTON DE 19808

Business Address
2711 CENTERVILLE ROAD
#400
WILMINGTON DE 19808
866-403-5272

Williston Hunter, Inc.

Mailing Address

Business Address

CIK:**1523227**| IRS No.: **460523818** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **S-4** | Act: **33** | File No.: **333-186015-08** | Film No.: **13528526**

777 POST OAK BOULEVARD, SUITE 650
HOUSTON TX 77056

777 POST OAK BOULEVARD, SUITE 650
HOUSTON TX 77056
8323696986

PRC Williston, LLC

CIK:**1565640**| IRS No.: **223951736** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **S-4** | Act: **33** | File No.: **333-186015-12** | Film No.: **13528530**

Mailing Address
777 POST OAK BLVD.
STE. 650
HOUSTON TX 77056

Business Address
777 POST OAK BLVD.
STE. 650
HOUSTON TX 77056
832-369-6986

NGAS Gathering, LLC

CIK:**1565642**| IRS No.: **204272054** | State of Incorp.:**KY** | Fiscal Year End: **1231**
Type: **S-4** | Act: **33** | File No.: **333-186015-13** | Film No.: **13528531**

Mailing Address
777 POST OAK BLVD.
STE. 650
HOUSTON TX 77056

Business Address
777 POST OAK BLVD.
STE. 650
HOUSTON TX 77056
832-369-6986

Magnum Hunter Resources, LP

CIK:**1565647**| IRS No.: **271355958** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **S-4** | Act: **33** | File No.: **333-186015-14** | Film No.: **13528532**

Mailing Address
777 POST OAK BLVD.
STE. 650
HOUSTON TX 77056

Business Address
777 POST OAK BLVD.
STE. 650
HOUSTON TX 77056
832-369-6986

Magnum Hunter Resources GP, LLC

CIK:**1565650**| IRS No.: **221355887** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **S-4** | Act: **33** | File No.: **333-186015-15** | Film No.: **13528533**

Mailing Address
777 POST OAK BLVD.
STE. 650
HOUSTON TX 77056

Business Address
777 POST OAK BLVD.
STE. 650
HOUSTON TX 77056
832-369-6986

Magnum Hunter Marketing, LLC

CIK:**1565652**| IRS No.: **453202527** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **S-4** | Act: **33** | File No.: **333-186015-07** | Film No.: **13528524**

Mailing Address
777 POST OAK BLVD.
STE. 650
HOUSTON TX 77056

Business Address
777 POST OAK BLVD.
STE. 650
HOUSTON TX 77056
832-369-6986

Hunter Real Estate, LLC

CIK:**1565654**| IRS No.: **271658073** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **S-4** | Act: **33** | File No.: **333-186015-16** | Film No.: **13528534**

Mailing Address
777 POST OAK BLVD.
STE. 650
HOUSTON TX 77056

Business Address
777 POST OAK BLVD.
STE. 650
HOUSTON TX 77056
832-369-6986

Hunter Aviation, LLC

CIK:**1565655**| IRS No.: **453698600** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **S-4** | Act: **33** | File No.: **333-186015-01** | Film No.: **13528517**

Mailing Address
777 POST OAK BLVD.
STE. 650
HOUSTON TX 77056

Business Address
777 POST OAK BLVD.
STE. 650
HOUSTON TX 77056
832-369-6986

Bakken Hunter LLC

CIK:**1565656**| IRS No.: **273553862** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **S-4** | Act: **33** | File No.: **333-186015-03** | Film No.: **13528519**

Mailing Address
777 POST OAK BLVD.
STE. 650
HOUSTON TX 77056

Business Address
777 POST OAK BLVD.
STE. 650
HOUSTON TX 77056
832-369-6986

Alpha Hunter Drilling LLC

CIK:**1565657**| IRS No.: **271657505** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **S-4** | Act: **33** | File No.: **333-186015-04** | Film No.: **13528520**

Mailing Address
777 POST OAK BLVD.
STE. 650
HOUSTON TX 77056

Business Address
777 POST OAK BLVD.
STE. 650
HOUSTON TX 77056
832-369-6986

Viking International Resources Co., Inc.

CIK:**1565763**| IRS No.: **311240097** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **S-4** | Act: **33** | File No.: **333-186015-05** | Film No.: **13528521**

Mailing Address
777 POST OAK BLVD. STE 660
HOUSTON TX 77056

Business Address
777 POST OAK BLVD. STE 660
HOUSTON TX 77056
832-369-696

As filed with the Securities and Exchange Commission on January 14, 2013

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-4

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

MAGNUM HUNTER RESOURCES CORPORATION

and Other Registrants

(see Table of Additional Registrants below)

(Exact name of registrant as specified in its charter)

Delaware	**1311**	**86-0879278**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

777 Post Oak Boulevard, Suite 650

Houston, Texas 77056

(832) 369-6986

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Gary C. Evans

777 Post Oak Boulevard, Suite 650

Houston, Texas 77056

(832) 369-6986

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copy to:

Paul M. Johnston

777 Post Oak Boulevard, Suite 650

Houston, Texas 77056

(832) 369-6986

Approximate date of commencement of proposed sale to the public:

As soon as practicable after the effective date of this registration statement.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, please check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act

Large accelerated filer ☒	Accelerated filer ☐	Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed maximum offering price per unit	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee(2)
9.750% Senior Notes due 2020(3)	$450,000,000	100%	$450,000,000	$61,380
9.750% Senior Notes due 2020(4)	$150,000,000	100%	$150,000,000	$20,460
Subsidiary guarantees of 9.750% Senior Notes due 2020(5)	$600,000,000	N/A	N/A	N/A

(1) Pursuant to Rule 457(f)(2), represents the book value of the outstanding Senior Notes due 2020 for which the registered securities will be exchanged. Estimated solely for the purpose of calculating the registration fee.

(2) Calculated pursuant to Rule 457(f)(2). Pursuant to Rule 457(n), no additional registration fee is required for the registration of the subsidiary guarantees.

(3) Represents the Registrant's 9.750% Senior Notes due 2020 issued on May 16, 2012.

(4) Represents the Registrant's 9.750% Senior Notes due 2020 issued on December 18, 2012.

(5) Pursuant to Rule 457(n), no additional registration fee is required for the registration of the subsidiary guarantees. No separate consideration will be received for the guarantees, and the guarantees are not traded separately.

The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission acting pursuant to said Section 8(a), may determine.

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Table of Additional Registrants

Exact Name of Registrant as Specified in its Charter/Constituent Documents	Address of Principal Executive Offices	State or Other Jurisdiction of Incorporation or Organization	Primary Standard Industrial Classification Number	I.R.S. Employer Identification No.
Alpha Hunter Drilling, LLC	777 Post Oak Blvd., Suite 650, Houston, TX 77056	Delaware	1311	27-1657505
Bakken Hunter, LLC	777 Post Oak Blvd., Suite 650, Houston, TX 77056	Delaware	1311	27-3553862
Eagle Ford Hunter, Inc.	777 Post Oak Blvd., Suite 650, Houston, TX 77056	Colorado	1311	84-0820328
Hunter Aviation, LLC.	777 Post Oak Blvd., Suite 650, Houston, TX 77056	Delaware	1311	45-3698600
Hunter Real Estate, LLC	777 Post Oak Blvd., Suite 650, Houston, TX 77056	Delaware	1311	27-1658073
Magnum Hunter Marketing, LLC	777 Post Oak Blvd., Suite 650, Houston, TX 77056	Delaware	1311	45-3202527
Magnum Hunter Production, Inc.	777 Post Oak Blvd., Suite 650, Houston, TX 77056	Kentucky	1311	61-1057062
Magnum Hunter Resources GP, LLC	1046 Texan Trail,	Delaware	1311	22-1355887

	Grapevine, TX 76051			
Magnum Hunter Resources, LP	1046 Texan Trail, Grapevine, TX 76051	Delaware	1311	27-1355958
NGAS Gathering LLC	777 Post Oak Blvd., Suite 650, Houston, TX 77056	Kentucky	1311	20-4272054
NGAS Hunter, LLC	777 Post Oak Blvd., Suite 650, Houston, TX 77056	Delaware	1311	27-3553737
PRC Williston LLC	777 Post Oak Blvd., Suite 650, Houston, TX 77056	Delaware	1311	22-3951736
Triad Hunter, LLC	777 Post Oak Blvd., Suite 650, Houston, TX 77056	Delaware	1311	27-1355830
Williston Hunter, Inc.	777 Post Oak Blvd., Suite 650, Houston, TX 77056	Delaware	1311	46-0523818
Williston Hunter ND, LLC	777 Post Oak Blvd., Suite 650, Houston, TX 77056	Delaware	1311	27-3553798
Viking International Resources Co., Inc.	777 Post Oak Blvd., Suite 650, Houston, TX 77056	Delaware	1311	31-1240097

The address, including zip code, and telephone number, including area code, of each additional registrant's principal executive offices is shown on the cover page of this Registration Statement on Form S-4.

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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities, and we are not soliciting offers to buy these securities, in any jurisdiction where the offer or sale is not permitted.

Subject to Completion, Dated January 14, 2013

MAGNUM HUNTER RESOURCES CORPORATION

Offer to Exchange
$600,000,000 Registered
9.750% Senior Notes due 2020 and Related Guarantees
for
$600,000,000 Outstanding
9.750% Senior Notes due 2020 and Related Guarantees

Offer for outstanding 9.750% Senior Notes due 2020, in the aggregate principal amount of $600,000,000, consisting of (i) $450,000,000 aggregate principal amount of 9.750% Senior Notes due 2020 issued on May 16, 2012 (the "original notes"), and (ii) $150,000,000 aggregate principal amount of 9.750% Senior Notes due 2020 issued on December 18, 2012 as additional notes under the indenture governing the original notes (the "add-on notes" and, together with the original notes, the "outstanding notes") in exchange for up to $600,000,000 in aggregate principal amount of 9.750% Senior Notes due 2020 which have been registered under the Securities Act of 1933, as amended (the "exchange notes" and, together with the outstanding notes, the "notes").

The Exchange Offer

The exchange offer expires at 5:00 p.m., New York City time, on [ ], 2013, unless extended.

The exchange offer is not conditioned upon the tender of any minimum aggregate amount of the outstanding notes.

All of the outstanding notes tendered according to the procedures set forth in this prospectus and not withdrawn will be exchanged for an equal principal amount of exchange notes.

The exchange offer is not subject to any condition other than that it does not violate applicable laws or any applicable interpretation of the staff of the Securities and Exchange Commission, or the SEC.

We urge you to carefully review the risk factors beginning on page 15 of this prospectus, which you should consider before participating in the exchange offer.

The Exchange Notes

The terms of the exchange notes to be issued in the exchange offer are substantially identical to the outstanding notes, except that we have registered the exchange notes with the SEC. In addition, the exchange notes will not be subject to the transfer restrictions applicable to the outstanding notes or contain provisions relating to additional interest, will bear a different CUSIP or ISIN number from the outstanding notes and will not entitle the holder to registration rights. We will not apply for listing of the exchange notes on any securities exchange or arrange for them to be quoted on any quotation system.

The Guarantees

Like the outstanding notes, the exchange notes will be jointly and severally guaranteed on a senior unsecured basis by certain of our existing and future direct or indirect domestic subsidiaries, including subsidiaries that guarantee obligations under certain of our existing credit facilities.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. The letter of transmittal attached hereto as Annex A states

that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act of 1933, as amended. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for outstanding notes where such outstanding notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. The Company has agreed that, for a period of 180 days after the expiration date (as defined herein), it will make this prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

The date of this prospectus is [ ], 2013.

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This prospectus incorporates important business and financial information about us that is not included or delivered with this prospectus. Such information is available without charge to the holders of outstanding notes upon written or oral request made to Magnum Hunter Resources Corporation, 777 Post Oak Boulevard, Suite 650, Houston, Texas 77056 (telephone: (832) 369-6986). To obtain timely delivery of any requested information, holders of outstanding notes must make any request no later than five business days prior to the expiration of the exchange offer, or by [ ], 2013.

We have not authorized anyone to give you any information or to make any representations about anything we discuss in this prospectus other than those contained in the prospectus. If you are given any information or representation about these matters that is not discussed in this prospectus, you must not rely on that information.

We are not making an offer to sell, or a solicitation of an offer to buy, the exchange notes or the outstanding notes in any jurisdiction where, or to any person to or from whom, the offer or sale is not permitted.

In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offer, including the merits and risks involved. These securities have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this document. Any representation to the contrary is a criminal offense.

We are not making any representation to any holder of the outstanding notes regarding the legality of an investment in the exchange notes under any legal investment or similar laws or regulations. We are not providing you with any legal, business, tax or other advice in this prospectus. You should consult your own attorney, business advisor and tax advisor to assist you in making your investment decision and to advise you whether you are legally permitted to invest in the exchange notes.

In connection with the exchange offer, we have filed with the U.S. Securities and Exchange Commission, or the "SEC," a registration statement on Form S-4, under the Securities Act of 1933, as amended, or the "Securities Act," relating to the exchange notes to be issued in the exchange offer. As permitted by the SEC, this prospectus omits information included in the registration statement. For a more complete understanding of the exchange offer, you should refer to the registration statement, including its exhibits.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus includes, and the documents we incorporate by reference herein contain, forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These forward-looking statements include, among others, statements, estimates and assumptions relating to our business and growth strategies, our oil and gas reserve estimates, our ability to successfully and economically explore for and develop oil and gas resources, our exploration and development prospects, future inventories, projects and programs, expectations relating to availability and costs of drilling rigs and field services, anticipated trends in our business or industry, our future results of operations, our liquidity and ability to finance our exploration and development activities, market conditions in the oil and gas industry and the impact of environmental and other governmental regulation. Forward-looking statements generally can be identified by the use of forward-looking terminology such as "may," "will," "could," "should," "expect," "intend," "estimate," "anticipate," "believe," "project," "pursue," "plan" or "continue" or the negative thereof or variations thereon or similar terminology.

These forward-looking statements are subject to numerous assumptions, risks and uncertainties. Factors that may cause our actual results, performance or achievements to be materially different from those anticipated in forward-looking statements include, among others, the following:

- adverse economic conditions in the United States and globally;
- difficult and adverse conditions in the domestic and global capital and credit markets;
- changes in domestic and global demand for oil and natural gas;
- volatility in the prices we receive for our oil and natural gas;
- the effects of government regulation, permitting and other legal requirements;
- future developments with respect to the quality of our properties, including, among other things, the existence of reserves in economic quantities;
- uncertainties about the estimates of our oil and natural gas reserves;
- our ability to increase our production and oil and natural gas income through exploration and development;
- our use of geoscientific, petrophysical and engineering analyses to evaluate drilling prospects;
- our ability to successfully apply horizontal drilling techniques;

the effects of increased federal and state regulation, including regulation of the environmental aspects, of hydraulic fracturing;

the number of well locations to be drilled, the cost to drill and the time frame within which they will be drilled;

drilling and operating risks;

the availability of equipment, such as drilling rigs and gathering and transportation pipelines;

changes in our drilling plans and related budgets;

regulatory, environmental and land management issues, and demand for gas gathering services, relating to our midstream operations;

the adequacy of our capital resources and liquidity including, but not limited to, access to additional borrowing capacity;

the risks described under the heading "Risk Factors"; and

the other risks detailed from time to time in filings we make with the SEC.

With respect to our recent and proposed acquisitions, factors, risks and uncertainties that may cause actual results, performance or achievements to vary materially from those anticipated in forward-looking statements include, but are not limited to, failure to realize the expected benefits of the transactions; negative effects of announcement or consummation of the transactions on the market price of our common stock; significant transaction costs and/or unknown liabilities; general economic and business conditions that affect the companies following the transactions; and other factors.

Most of these risk factors are difficult to anticipate and beyond our control. Because forward-looking statements are subject to risks and uncertainties, actual results may differ materially from those expressed or implied by such statements. You are cautioned not to place undue reliance on such statements which speak only as of the date on which they are made. Other unknown or unpredictable factors may cause actual results to differ materially from those projected by the forward-looking statements. Unless otherwise required by law, we undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. You should carefully review the cautionary statements contained in this prospectus, particularly the section "Risk Factors," and the documents we incorporate by reference in this prospectus.

For additional information regarding risks and uncertainties that may affect us, please read our filings with the SEC under the Exchange Act, including our Annual Report on Form 10-K for the fiscal year ended December 31, 2011, as amended, and our Quarterly Reports on Form 10-Q for the periods ended March 31, June 30 and September 30, 2012, as amended, which are each incorporated by reference herein. All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements in this paragraph and elsewhere in this prospectus and in the documents incorporated by reference.

SUMMARY

This summary highlights information appearing elsewhere in and incorporated by reference in this prospectus. This summary does not contain all of the information that you should consider before investing in our notes. You should carefully read this entire prospectus, including the section captioned "Risk Factors" included in this prospectus, the financial statements and other information incorporated by reference in this prospectus before making an investment decision with respect to the securities offered hereby. Unless stated otherwise or unless the context otherwise requires, all references in this prospectus to Magnum Hunter, the Company, we, our, ours and us are to Magnum Hunter Resources Corporation and its consolidated subsidiaries.

Our Company

We are an independent oil and gas company engaged in the exploration for and the exploitation, acquisition, development and production of crude oil, natural gas and natural gas liquids in the United States and Canada. We are presently active in three of the most prolific unconventional shale resource plays in North America, namely the Eagle Ford Shale in south Texas, the Williston Basin/Bakken Shale in North Dakota, and the Marcellus Shale and Utica Shale in West Virginia and Ohio. Our business strategy is to exploit our inventory of lower risk, liquids-weighted drilling locations and acquire, develop and monetize long-lived proved reserves and undeveloped leases with significant exploitation and development opportunities primarily located in close proximity to our core existing areas of operation. Since the current management team assumed leadership of the Company in May 2009 and completely refocused our business strategy, we have substantially increased our assets and production base through a combination of acquisitions, joint ventures and ongoing development drilling efforts. We believe the increased scale in all our core resource plays allows for ongoing cost recovery and production efficiencies as we exploit and monetize our inventory. We are focused on the further development and exploitation of our asset base, selective "bolt on" acquisitions of additional operated properties in our core operating regions, expansion of our midstream operations and, ultimately, monetization of our assets.

Our oil and natural gas reserves and operations are primarily concentrated in North Dakota, Texas, Ohio, West Virginia, and Kentucky and in Saskatchewan, Canada. We are also engaged in midstream operations involving the gathering of natural gas through our ownership and operation of a gas gathering system in West Virginia and Ohio, referred to as our Eureka Hunter System. Our midstream operations are conducted through our majority owned subsidiary Eureka Hunter Holdings, LLC, referred to as Eureka Holdings. Our Eureka Hunter System is financed independently through a third party equity purchase commitment with Ridgeline Midstream Holdings, LLC ("Ridgeline"), an affiliate of ArcLight Capital Partners, LLC, and separate credit facilities on a non-recourse basis to Magnum Hunter.

Principal Executive Offices

Our principal executive offices are located at 777 Post Oak Boulevard, Suite 650, Houston, Texas 77056, our telephone number at these offices is (832) 369-6986 and our website is www.magnumhunterresources.com. Information contained on or accessible through our website is not part of this prospectus.

Risk Factors

Investing in our notes involves substantial risks. You should carefully consider all of the information set forth in this prospectus and, in particular, the information under the heading "Risk Factors" beginning on page 15 in evaluating an investment in the exchange notes and participation in the exchange offer.

The Exchange Offer

Background of the Outstanding Notes

Magnum Hunter issued $600,000,000 aggregate principal amount of the outstanding notes, consisting of (i) $450,000,000 aggregate principal amount of the original notes issued on May 16, 2012 to Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, BMO Capital Markets Corp., Capital One Southcoast, Inc., Deutsche Bank Securities Inc., Goldman, Sachs & Co., RBC Capital Markets, LLC, UBS Securities LLC, ABN AMRO Securities (USA) LLC, KeyBanc Capital Markets Inc., SunTrust Robinson Humphrey, Inc., Canaccord Genuity Inc., MLV & Co., Simmons & Company International, Stephens Inc. and Wunderlich Securities, Inc. as the initial purchasers (the "original initial purchasers"), and (ii) $150,000,000 aggregate principal amount of the add-on notes issued on December 18, 2012 to Citigroup Global Markets Inc., BMO Capital Markets Corp., Deutsche Bank Securities Inc., Goldman, Sachs & Co., Capital One Southcoast, Inc., RBC Capital Markets, LLC, Merrill Lynch Pierce, Fenner & Smith Incorporated, Credit Suisse Securities (USA) LLC, UBS Securities LLC, ABN AMRO Securities (USA) LLC, KeyBanc Capital Markets Inc. and SunTrust Robinson Humphrey, Inc. as the initial purchasers (the "add-on initial purchasers" and, together with the original initial purchasers, the "initial purchasers").

The original notes and the add-on notes have identical terms, were issued under the same indenture, are treated as a single class of securities under the indenture and, once exchanged for the exchange notes, will trade fungibly. After each issuance, the initial purchasers sold the outstanding notes to qualified institutional buyers and certain non-U.S. investors in reliance on Rule 144A and Regulation S under the Securities Act of 1933 (the "Securities Act"). Because they were sold pursuant to exemptions from registration, the outstanding notes are subject to transfer restrictions.

In connection with the issuances of the original notes and the add-on notes, we entered into registration rights agreements in which we agreed to file a registration statement with respect to a registered offer to exchange the exchange notes for the outstanding notes and to use our commercially reasonable efforts to consummate the exchange offer not later than May 15, 2013.

The Exchange Offer	We are offering to exchange up to $600 million principal amount of the exchange notes for an identical principal amount of the outstanding notes. The terms of the exchange notes are identical in all material respects to the outstanding notes except that the exchange notes will be registered under the Securities Act and will not be subject to provisions relating to additional interest. Because we are registering the exchange notes, the exchange notes generally will not be subject to transfer restrictions and holders of exchange notes will have no registration rights.
Resale of Exchange Notes	We believe you may offer, sell or otherwise transfer the exchange notes you receive in the exchange offer without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that: you acquire the exchange notes you receive in the exchange offer in the ordinary course of your business; you are not participating in, have no understanding with any person to participate in and do not intend to engage in the distribution of the exchange notes issued to you in the exchange offer; and you are not an affiliate of ours.
Expiration Date	The expiration date shall be 5:00 p.m., New York City time, on [ ], 2013 unless we extend the exchange offer, in which case the expiration date shall be the latest date to which the exchange offer is extended. It is possible that we will extend the exchange offer until all of the outstanding notes are tendered. You may withdraw the outstanding notes you tendered at any time before 5:00 p.m., New York City time, on the expiration date. See "The Exchange Offer−Expiration Date; Extensions; Amendments."
Withdrawal Rights	You may withdraw the outstanding notes you tender by furnishing a notice of withdrawal to the exchange agent or by complying with applicable Automated Tender Offer Program ("ATOP") procedures of The Depository Trust Company ("DTC") at any time before 5:00 p.m., New York City time on the expiration date. See "The Exchange Offer−Withdrawal of Tenders."
Condition to the Exchange Offer	We will not be required to accept for exchange, or to issue exchange notes for, any outstanding notes if we determine that the exchange offer would violate any applicable law or applicable interpretations of the staff of the SEC. In addition, we will not accept for exchange any outstanding notes tendered, and no exchange notes will be issued in exchange for any such outstanding notes: at any time any stop order is threatened or in effect with respect to the registration statement of which this prospectus constitutes a part; or

at any time any stop order is threatened or in effect with respect to the qualification of the indenture governing the notes under the Trust Indenture Act of 1939.

See "The Exchange Offer−Conditions." The exchange offer is not conditioned on a minimum aggregate principal amount of outstanding notes being tendered. We reserve the right to terminate or amend the exchange offer at any time prior to the applicable expiration date upon the occurrence of any of the foregoing events.

Representations and Warranties

By participating in the exchange offer, you represent to us that, among other things:

you will acquire the exchange notes you receive in the exchange offer in the ordinary course of your business;

you are not participating in, and have no agreement or understanding with any person to participate in, the distribution of the exchange notes issued to you in the exchange offer;

you are not an affiliate of ours or, if you are an affiliate, you will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable;

if you are not a broker-dealer, that you are not engaged in and do not intend to engage in the distribution of the exchange notes; and

if you are a broker-dealer that will receive exchange notes for your own account in exchange for outstanding notes that were acquired as a result of market-making or other trading activities, that you will deliver a prospectus, as required by law, in connection with any resale of those exchange notes.

Procedures for Tendering Our Outstanding Notes

To participate in the exchange offer, you must follow the procedures established by the DTC for tendering notes held in book-entry form. These procedures require that (i) the exchange agent receive, prior to the expiration date of the exchange offer, a computer generated message known as an "agent's message" that is transmitted through ATOP; and (ii) DTC confirms that:

DTC has received your instructions to exchange your notes, and

you agree to be bound by the terms of the letter of transmittal.

For more information, see "The Exchange Offer−Procedures for Tendering."

Tenders by Beneficial Owners	If you are a beneficial owner whose outstanding notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and wish to tender those outstanding notes in the exchange offer, please contact the registered holder as soon as possible and instruct that holder to tender on your behalf and comply with the instructions in this prospectus.
Acceptance of the Outstanding Notes and Delivery of the Exchange Notes	If the conditions described under "The Exchange Offer−Conditions" are satisfied, we will accept for exchange any and all outstanding notes that are properly tendered before 5:00 p.m., New York City time, on the expiration date.
Effect of Not Tendering	Any of the outstanding notes that are not tendered and any of the outstanding notes that are tendered but not accepted will remain subject to restrictions on transfer. Since the outstanding notes have not been registered under the federal securities laws, their transfer will be restricted absent registration or the availability of an exemption from registration. Upon completion of the exchange offer, we will have no further obligation, except under limited circumstances, to provide for registration of the outstanding notes under the federal securities laws. In addition, upon completion of the exchange offer, there may be no market for the outstanding notes that are not tendered for exchange notes, and you may have difficulty selling them.
Fees and Expenses	We will bear expenses related to the exchange offer. Please refer to the section in this prospectus entitled "Exchange Offer−Fees and Expenses."
United States Federal Income Tax Considerations	We believe the exchange of outstanding notes for exchange notes will not be a taxable exchange for United States federal income tax purposes. See "United States Federal Income Tax Considerations" for a discussion of U.S. federal income tax considerations we urge you to consider before tendering the outstanding notes in the exchange offer.
Exchange Agent	Citibank, N.A. is serving as exchange agent for the exchange offer. The address for the exchange agent is listed under "The Exchange Offer−Exchange Agent."

The Exchange Notes

The form and terms of the exchange notes to be issued in the exchange offer are the same as the form and terms of the outstanding notes except that the exchange notes will be registered under the Securities Act and, accordingly,

- will not contain certain restrictions with respect to their transfer;
- will not be subject to provisions relating to additional interest;
- will bear a different CUSIP or ISIN number from the outstanding notes; and
- will not entitle the holders to registration rights.

The exchange notes issued in the exchange offer will evidence the same debt as the outstanding notes, and both the outstanding notes and the exchange notes will be governed by the same indenture. We define certain capitalized terms used in this summary in the "Description of the Exchange Notes−Certain Definitions" section of this prospectus. The summary below describes the principal terms of the exchange notes. Certain of the terms and conditions described below are subject to important limitations and exceptions. The "Description of the Exchange Notes" section of this prospectus contains more detailed descriptions of the terms and conditions of the exchange notes.

Issuer	Magnum Hunter Resources Corporation, a Delaware corporation.
Notes offered	$600,000,000 aggregate principal amount of 9.750% senior notes due 2020.
Interest	9.750% per year (calculated using a 360-day year).
Interest payment dates	Each May 15 and November 15, with the next payment being due on May 15, 2013, for the outstanding notes or the exchange notes, as applicable.
Maturity date	May 15, 2020.
Ranking	The exchange notes will be our general unsecured senior obligations. Accordingly, they will rank: equal in right of payment to all of our existing and future senior unsecured indebtedness; effectively subordinated to all our existing and future senior secured indebtedness incurred from time to time, to the extent of the value of our assets securing such indebtedness; structurally subordinated to all existing and future indebtedness and other liabilities, including trade payables, of any non-guarantor subsidiaries (such as Eureka Holdings, Eureka Hunter Pipeline, LLC, TransTex Hunter, LLC, and our foreign subsidiaries), other than indebtedness and other liabilities owed to us; and

senior in right of payment to all of our future subordinated indebtedness.

	As of September 30, 2012, on an as adjusted basis after giving effect to (1) our acquisition of Viking International Resources Co., Inc. for consideration consisting of approximately $37.3 million in cash and 2,774,850 depositary shares each representing 1/1,000th of a share of our Series E Preferred Stock; (2) our public offering and sale of 1,000,000 depositary shares each representing 1/1,000th of a share of our Series E Preferred Stock and the application of the approximately $22.4 million net proceeds therefrom to cover working capital expenditures; and (3) the issuance of $150.0 million of add-on notes on December 18, 2012, and the application of the approximately $149.3 million proceeds therefrom to repay the indebtedness under our MHR Senior Revolving Credit Facility (the "Recent Transactions"), the issuer and the guarantors would have had approximately $690.6 million of total indebtedness. As of September 30, 2012, we had $175 million of borrowings under the Second Amended and Restated Credit Agreement, dated as of April 13, 2011, among the issuer, the Bank of Montreal, as Administrative Agent, and the various other financial institutions party thereto, as amended or otherwise modified from time to time, which matures on April 13, 2016 (our "MHR Senior Revolving Credit Facility"). Our MHR Senior Revolving Credit Facility provides for an asset-based, senior secured revolving credit facility and, consequently, will rank effectively senior to the exchange notes to the extent of the value of the assets securing such indebtedness.
Guarantees	The exchange notes will be jointly and severally guaranteed by all of our existing and future direct or indirect domestic subsidiaries that guarantee obligations under our existing credit facility. In the future, the guarantees may be released or terminated under certain circumstances. See "Description of the Exchange Notes−Note Guarantees." Each guarantee will rank: equal in right of payment to all existing and future senior unsecured indebtedness of the guarantor; effectively subordinated to all of the guarantors' existing and future senior secured indebtedness incurred from time to time (including guarantees of the MHR Senior Revolving Credit Facility), to the extent of the value of the assets securing such indebtedness;

structurally subordinated to all existing and future indebtedness and other liabilities, including trade payables, of our non-guarantor subsidiaries (such as Eureka Hunter Holdings, LLC, Eureka Hunter Pipeline, LLC, TransTex Hunter, LLC and our foreign subsidiaries), other than indebtedness and other liabilities owed to us; and

senior in right of payment to any future subordinated indebtedness of the guarantor.

Guarantor and Non-Guarantor Financial Statements

We previously filed with the SEC two Current Reports on Form 8-K, each dated January 11, 2013 and incorporated by reference herein, which included the following financial statements and financial information concerning the guarantors and our non-guarantor subsidiaries:

audited consolidated financial statements of the Company, which include a footnote that presents condensed consolidating financial information of the Company, the guarantors and the Company's non-guarantor subsidiaries as of December 31, 2011 and 2010 and for the years ended December 31, 2011, 2010 and 2009;

audited financial statements of PRC Williston, LLC ("PRC Williston"), a majority-owned subsidiary of the Company that is a guarantor, as of December 31, 2011 and 2010 and for the years ended December 31, 2011, 2010 and 2009;

unaudited consolidated financial statements of the Company, which include a footnote that presents condensed consolidating financial information of the Company, the guarantors and the Company's non-guarantor subsidiaries as of September 30, 2012 and for the nine months and three months ended September 30, 2012 and 2011; and

unaudited financial statements of PRC Williston as of September 30, 2012 and for the nine months ended September 30, 2012 and 2011.

Optional redemption	At any time prior to May 15, 2015, we may, from time to time, redeem up to 35% of the aggregate principal amount of the notes with the net cash proceeds of certain equity offerings at the redemption price set forth under "Description of the Exchange Notes−Optional Redemption" if at least 65% of the aggregate principal amount of the notes issued under the indenture (excluding exchange notes held by us) remains outstanding immediately after such redemption and the redemption occurs within 180 days of the closing date of such equity offering. At any time prior to May 15, 2016, we may redeem the notes, in whole or in part, at a "make-whole" redemption price set forth under "Description of the Exchange Notes−Optional Redemption." On and after May 15, 2016 we may redeem the notes, in whole or in part, at the redemption prices set forth under "Description of the Exchange Notes−Optional Redemption."
Change of Control	If we experience certain change of control events, each holder of our notes may require us to repurchase all or a portion of our notes for cash at a price equal to 101% of the aggregate principal amount of such notes, plus any accrued and unpaid interest up to, but not including, the date of repurchase. See "Description of the Exchange Notes−Repurchase at the Option of the Holders."
Certain Covenants	The indenture governing the notes contains covenants that, among other things, limit our and our restricted subsidiaries' ability to: incur or guarantee additional indebtedness or issue certain preferred stock; pay dividends on capital stock or redeem, repurchase or retire our capital stock or subordinated indebtedness or make certain other restricted payments; transfer or sell assets; make loans and other investments; create or permit to exist certain liens; enter into agreements that restrict dividends or other payments or distributions from our restricted subsidiaries to us; consolidate, merge or transfer all or substantially all of our assets; engage in transactions with affiliates; and create unrestricted subsidiaries.

	These covenants are subject to important exceptions and qualifications as described under "Description of the Exchange Notes−Certain Covenants."
Trustee	Wilmington Trust, National Association
Exchange Agent	Citibank, N.A.
Absence of Established Market for the Exchange Notes	The exchange notes will be new securities for which there is currently no market. Although the initial purchasers have informed us that they intend to make a market in the exchange notes, they are not obligated to do so and may discontinue market-making activities at any time without notice. We do not intend to apply for a listing of the exchange notes on any securities exchange or an automated dealer quotation system. Accordingly, we cannot assure you that a liquid market for the exchange notes will develop or be maintained.
Use of Proceeds	We will not receive any cash proceeds from the exchange offer.
Risk Factors	You should carefully consider all of the information set forth in, or incorporated by reference into, this prospectus and, in particular, the information under the heading "Risk Factors" beginning on page 15 in evaluating an investment in the exchange notes and participation in the exchange offer.

RISK FACTORS

You should carefully consider the risks described below and all of the information contained or incorporated by reference into this prospectus before deciding whether to participate in the exchange offer. We believe these are the material risks currently facing our business. Our business, financial condition, results of operations and cash flow could be materially adversely affected by these risks. You should carefully consider the factors described below in addition to the remainder of this prospectus and the information incorporated by reference before tendering your outstanding notes.

Risks Related to the Exchange Offer

If you do not properly tender or you cannot tender your outstanding notes, your ability to transfer the outstanding notes will be adversely affected.

We will issue exchange notes only in exchange for outstanding notes that are timely and properly tendered to the exchange agent. Therefore, you should allow sufficient time to ensure timely delivery of the outstanding notes and you should carefully follow the instructions on how to tender your outstanding notes. Neither we nor the exchange agent is required to tell you of any defects or irregularities with respect to your tender of the outstanding notes. If you do not tender your outstanding notes or if we do not accept your outstanding notes because you did not tender your outstanding notes properly, then, after we consummate the exchange offer, you will continue to hold outstanding notes that are subject to the existing transfer restrictions.

You may be required to deliver a prospectus and comply with other requirements in connection with any resale of the exchange notes.

If you tender your outstanding notes for the purpose of participating in a distribution of the exchange notes, you will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the exchange notes. In addition, if you are a broker-dealer that receives exchange notes for your own account in exchange for outstanding notes that you acquired as a result of market-making activities or any other trading activities, you will be required to acknowledge that you will deliver a prospectus in connection with any resale of such exchange notes.

Risks Related to the Exchange Notes and the Related Guarantees

Our substantial indebtedness could have a material adverse effect on our financial condition and prevent us from fulfilling our obligations under the notes.

Our substantial level of indebtedness increases the risk that we may be unable to generate sufficient cash to pay amounts due in respect to our indebtedness. As of September 30, 2012, on an as adjusted basis after giving effect to the Recent Transactions, we had $690.6 million ($892.8 million as of January 8, 2013) of total debt outstanding (including the Eureka Hunter credit facilities (as defined below) and the $600.0 million of outstanding notes). Subject to the limits contained in our credit facilities and the indenture that governs the notes, we may be able to incur additional debt from time to time to finance working capital, capital expenditures, investments or acquisitions, or for other purposes. If we do so, the risks related to our business associated with our high level of debt could intensify. Specifically, our high level of debt could have important consequences to the holders of the exchange notes, including the following:

making it more difficult for us to satisfy our obligations with respect to the exchange notes and our other debt;

requiring us to dedicate a substantial portion of our cash flow from operations to debt service payments on our and our subsidiaries' debt, which reduces the funds available for working capital, capital expenditures, acquisitions and other general corporate purposes;

requiring us to comply with restrictive covenants in our credit facilities and the indenture that governs the notes, which limit the manner in which we conduct our business;

limiting our flexibility in planning for, or reacting to, changes in the industry in which we operate;

placing us at a competitive disadvantage compared to any of our less leveraged competitors;

increasing our vulnerability to both general and industry-specific adverse economic conditions; and

limiting our ability to obtain additional debt or equity financing to fund future working capital, capital expenditures, acquisitions or other general corporate requirements and increasing our cost of borrowing.

Our wholly-owned subsidiary, Eureka Hunter Pipeline, LLC ("Eureka Hunter"), is party to two credit facilities: (i) a revolving credit facility in the aggregate principal amount of up to $100 million secured by a first lien on the assets of Eureka Hunter with an initial committed amount of $25 million; and (ii) a $50 million term loan secured by a second lien on such assets, of which $50 million is currently outstanding. Availability under the revolving credit facility is subject to satisfaction of certain financial covenants that are tested on a quarterly basis. Currently, the revolving credit facility is not available, although it is anticipated that the revolving credit facility will be available with the reporting of the first quarter 2013 financial results. We refer to the revolving credit facility and the term loan as the Eureka Hunter credit facilities.

We may not be able to generate sufficient cash to service all of our indebtedness, including the exchange notes, and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.

Our net interest expense for the quarter ended September 30, 2012, on an as adjusted basis after giving effect to the Recent Transactions, was approximately $47.1 million, which will increase in subsequent quarters due to the interest payable on the notes then outstanding. Our ability to make scheduled payments on or to refinance our debt obligations depends on our financial and operating performance, which is subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond our control. We cannot assure you that we will maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay capital expenditures, sell assets or operations, seek additional capital or restructure or refinance our indebtedness, including the exchange notes. We cannot assure you that we would be able to take any of these actions, that these actions would be successful and permit us to meet our scheduled debt service obligations or that these actions would be permitted under the terms of our existing or future debt agreements, including our MHR Senior Revolving Credit Facility, the Eureka Hunter credit facilities and the indenture that governs the notes. In the absence of such operating results and resources, we could face substantial liquidity problems and might be required to dispose of material assets or operations to meet our debt service and other obligations. Our credit facilities and the indenture that governs the notes, restrict our ability to dispose of assets and use the proceeds from the disposition. We may not be able to consummate those dispositions or to obtain the proceeds which we could realize from them and these proceeds may not be adequate to meet any debt service obligations then due. See "Description of the Exchange Notes."

If we cannot make scheduled payments on our debt, we will be in default and, as a result:

- our debt holders could declare all outstanding principal and interest to be due and payable;
- the lenders under our credit facilities could terminate their commitments to lend us money and foreclose against the assets securing our borrowings from them; and
- we could be forced into bankruptcy or liquidation, which could result in holders of exchange notes losing their investment in the exchange notes.

Despite our indebtedness levels, we and our subsidiaries may still be able to incur substantially more debt, including secured debt. This could further increase the risks associated with our leverage.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future. The terms of our MHR Senior Revolving Credit Facility, the Eureka Hunter credit facilities and the indenture that governs the notes, do not fully prohibit us or our subsidiaries from doing so. To the extent that we incur additional indebtedness or such other obligations, the risks associated with our substantial indebtedness described above, including our possible inability to service our debt, will increase. As of September 30, 2012, on an as adjusted basis after giving effect to the Recent Transactions, we had approximately $196.8 million ($112.5 million as of January 8, 2013) available for additional borrowing under our MHR Senior Revolving Credit Facility.

Restrictive covenants under our credit facilities and the indenture that governs the notes may adversely affect our operations and liquidity.

Our MHR Senior Revolving Credit Facility, the Eureka Hunter credit facilities and the indenture that governs the notes, contain, and any agreements governing any future indebtedness we incur may contain, various covenants that limit our ability to, among other things:

- incur or guarantee additional debt;
- incur debt that is junior to senior indebtedness and senior to our existing senior subordinated notes;
- pay dividends or make distributions to holders of our capital stock or to make certain other restricted payments or investments;
- repurchase or redeem capital stock;
- make loans, capital expenditures or investments or acquisitions;
- incur restrictions on the ability of certain of our subsidiaries to pay dividends or to make other payments to us;
- enter into transactions with affiliates;

create liens;

merge or consolidate with other companies or transfer all or substantially all of our assets;

transfer or sell assets, including capital stock of subsidiaries; and

prepay, redeem or repurchase debt that is junior in right of payment to the exchange notes.

As a result of these covenants, we are limited in the manner in which we conduct our business and we may be unable to engage in favorable business activities or finance future operations or capital needs. Our MHR Senior Revolving Credit Facility also requires us to satisfy certain financial covenants, including maintaining: a ratio of earnings before interest, taxes, depreciation, amortization and exploration expenses, or EBITDAX, to interest of not less than 2.5 to 1.0; a total debt to EBITDAX

ratio of not more than (a) 4.75 to 1.0 for the fiscal quarter ending December 31, 2012, (b) 4.50 to 1.0 for the fiscal quarter ending March 31, 2013, (c) 4.25 to 1.0 for the fiscal quarter ending June 30, 2013 and (d) 4.25 to 1.0 for the fiscal quarter ending September 30, 2013 and for each fiscal quarter thereafter unless, in the case of this clause (d) only, a material asset sale has occurred during any such fiscal quarter, in which case the ratio of total debt to EBITDAX must not exceed 4.0 to 1.0 for such fiscal quarter; and a ratio of consolidated current assets to consolidated current liabilities of not less than 1.0 to 1.0.

A breach of any of these covenants or any of the other restrictive covenants would result in a default under such credit facility. Upon the occurrence of an event of default thereunder, the lenders:

- will not be required to lend any additional amounts to us;
- could elect to declare all borrowings outstanding thereunder, together with accrued and unpaid interest and fees, to be due and payable; or
- could require us to apply all of our available cash to repay these borrowings;

any of which could result in an event of default under the exchange notes.

If we were unable to repay those amounts, the lenders under such credit facility could proceed against the collateral granted to them to secure our borrowings thereunder. Further, any event of default under the MHR Senior Revolving Credit Facility may result in a cross default under the indenture governing the notes. Also, any acceleration of the indebtedness under the MHR Senior Revolving Credit Facility will result in a cross default under the Eureka Hunter credit facilities and will result in a cross default of the indenture. We have pledged a significant portion of our assets as collateral under our credit facilities. If the lenders under any of our credit facilities accelerate the repayment of borrowings, we cannot assure you that we will have sufficient assets to repay such credit facilities and the notes, or borrow sufficient funds to refinance such indebtedness. Even if we were able to obtain new financing, it may not be on commercially reasonable terms, or terms that are acceptable to us.

Our ability to borrow under our MHR Senior Revolving Credit Facility is limited by a borrowing base. Our borrowing base in effect as of January 8, 2013 was $337.5 million ($222.5 million as of September 30, 2012, on an as adjusted basis after giving effect to the Recent Transactions).

The exchange notes will be unsecured and will be effectively subordinated to our and the guarantors' secured debt and indebtedness of non-guarantor subsidiaries.

Our obligations under the exchange notes and the guarantors' obligations under the guarantees of the exchange notes will not be secured by any of our or our subsidiaries' assets. Borrowings under our MHR Senior Revolving Credit Facility are secured by a security interest in certain of our assets and the assets of our restricted subsidiaries and the assets of the guarantors. In addition, the indenture governing the notes permits us and our subsidiaries to incur additional secured debt. As a result, the exchange notes and the related guarantees will be effectively subordinated to all of our and the guarantors' secured debt and other obligations to the extent of the value of the assets securing such obligations. As of September 30, 2012, on an as adjusted basis after giving effect to the Recent Transactions, we had approximately $196.8 million available for additional borrowing under our MHR Senior Revolving Credit Facility. If we and the guarantors were to become insolvent or otherwise fail to make payments on the notes, holders of our and the guarantors' secured obligations would be paid first and would receive payments from the assets securing such obligations before the holders of the exchange notes would receive any payments. You may therefore not be fully repaid in the event we become insolvent or otherwise fail to make payments on the exchange notes.

The exchange notes will not be guaranteed by all of our subsidiaries. For example, Eureka Holdings, Eureka Hunter, TransTex Hunter LLC ("TransTex"), our current foreign subsidiaries and certain immaterial subsidiaries are not required to guarantee the exchange notes. Accordingly, claims of holders of the notes are structurally subordinate to the claims of creditors of these non-guarantor subsidiaries, including trade creditors. All obligations of our non-guarantor subsidiaries will have to be satisfied before any of the assets of such subsidiaries would be available for distribution, upon a liquidation or otherwise, to us or a guarantor of the exchange notes.

Variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.

Our MHR Senior Revolving Credit Facility is at a variable rate of interest and exposes us to interest rate risk. As of January 8, 2013, we had $225.0 million of variable rate debt outstanding under our MHR Senior Revolving Credit Facility. If interest rates increase, our debt service obligations on the variable rate indebtedness would increase even though the amount borrowed remained the same, and our net income would decrease.

The exchange notes are structurally subordinated to all indebtedness of our existing or future subsidiaries that are not or do not become guarantors of the exchange notes.

Holders of the exchange notes do not have any claim as a creditor against any of our existing subsidiaries that are not guarantors of the exchange notes or against any of our future subsidiaries that do not become guarantors of the exchange notes. Indebtedness and other liabilities, including trade payables of those subsidiaries will be structurally senior to claims of holders of the exchange notes against those subsidiaries. As of September 30, 2012, our non-guarantor subsidiaries had approximately $146.3 million of total liabilities, all of which were effectively senior to the exchange notes.

With limited exceptions, the exchange notes are not guaranteed by any of our domestic subsidiaries that are not guarantors under the MHR Senior Revolving Credit Facility. The exchange notes are also not guaranteed by any of our foreign subsidiaries and will not be guaranteed by any future foreign subsidiaries. Our non-guarantor subsidiaries are separate and distinct legal entities and have no obligation, contingent or otherwise, to pay any amounts due under the exchange notes, or to make any funds available therefor, whether by dividends, loans, distributions or other payments.

In the event of a bankruptcy, liquidation, reorganization or other winding up of these non-guarantor subsidiaries or any future subsidiary that is not a guarantor of the exchange notes, these non-guarantor subsidiaries will pay the holders of their debts, holders of preferred equity interests and their trade creditors before they will be able to distribute any of their assets to us (except to the extent we have a claim as a creditor of such non-guarantor subsidiary). Any right that we or the subsidiary guarantors have to receive any assets of any non-guarantor subsidiaries upon the bankruptcy, liquidation, reorganization or other winding up of those subsidiaries, and the consequent rights of holders of exchange notes to realize proceeds from the sale of any of those subsidiaries' assets, will be effectively subordinated to the claims of those subsidiaries' creditors, including trade creditors and holders of preferred equity interests of those subsidiaries.

As of and for the nine months ended September 30, 2012, our non-guarantor subsidiaries represented 24% of our total assets, and 19% of our revenues, respectively.

In addition, the indenture that governs the notes, subject to some limitations, permits these subsidiaries to incur additional indebtedness and does not contain any limitation on the amount of certain other liabilities, such as trade payables, that may be incurred by these subsidiaries.

Our ability to service our debt and meet our cash requirements depends on many factors, some of which are beyond our control.

Our ability to satisfy our obligations and meet our cash requirements for the foreseeable future will depend on our future operating performance and financial results, which will be subject, in part, to factors beyond our control, including interest rates and general economic, financial and business conditions. See "Risk Factors−Risks Related to Our Business." If we are unable to generate sufficient cash flow to service our debt, we may be required to:

refinance all or a portion of our debt, including the exchange notes;

obtain additional financing;

sell some of our assets or operations;

reduce or delay capital expenditures and/or acquisitions; or

revise or delay our strategic plan.

If we are required to take any of these actions, it could have a material adverse effect on our business, financial condition and results of operations. In addition, we cannot assure you that we would be able to take any of these actions, that these actions would enable us to continue to satisfy our capital requirements or that these actions would be permitted under the terms of our MHR Senior Revolving Credit Facility, the Eureka Hunter credit facilities and the indenture that governs the notes. In addition, our credit facilities and the indenture that governs the notes, restrict our ability to sell assets and to use the proceeds from the sales. We may not be able to sell assets quickly enough or for sufficient amounts to enable us to meet our obligations, including our obligations on the exchange notes. Furthermore, the equity sponsors have no obligation to provide us with debt or equity financing. Therefore, it may be difficult for us to make required payments on the exchange notes in the event of an acceleration of the maturity of the exchange notes.

Our ability to make payments on the exchange notes depends on our ability to receive dividends and other distributions from our subsidiaries.

Our principal assets are the equity interests that we hold in our operating subsidiaries. As a result, we are dependent on dividends and other distributions from our subsidiaries to generate the funds necessary to meet our financial obligations, including the payment of principal and interest on our outstanding debt. Our subsidiaries may not generate sufficient cash from operations to enable us to make principal and interest payments on our indebtedness, including the exchange notes. In addition, any payment of dividends, distributions, loans or advances to us by our subsidiaries could be subject to restrictions on dividends or, in the case of foreign subsidiaries, restrictions on repatriation of earnings under applicable local law and monetary transfer restrictions in the jurisdictions in which our subsidiaries operate. In addition, payments to us by our subsidiaries will be contingent upon our subsidiaries' earnings. Our subsidiaries are permitted under the terms of our indebtedness to incur additional indebtedness that may restrict payments from those subsidiaries to us. We cannot assure you that agreements governing current and future indebtedness of our subsidiaries will permit those subsidiaries to provide us with sufficient cash to fund payments on the exchange notes when due. Eureka Hunter and its direct and indirect subsidiaries are restricted under the Eureka Hunter credit facilities (with certain exceptions) from making dividends and distributions to us. In addition, pursuant to the documents governing the Ridgeline investment (discussed below in "Risk Factors−Risks Related to Our Business−There are restrictive covenants, mandatory distribution requirements and other provisions in the Ridgeline investment documents that may restrict our ability to pursue our business strategies with respect to Eureka Holdings and Eureka Hunter"), in the event of a change of control of Magnum Hunter, subject to certain conditions, Ridgeline has the right to purchase from Eureka Holdings additional preferred units representing, together with all other units then owned by Ridgeline,

up to 51% of the then issued and outstanding common units of Eureka Holdings, determined on an as-converted basis.

Our subsidiaries are legally distinct from us and, except for our existing and future subsidiaries that will be guarantors of the exchange notes, have no obligation, contingent or otherwise, to pay amounts due on our debt or to make funds available to us for such payment.

If we default on our obligations to pay our indebtedness, we may not be able to make payments on the exchange notes.

Any default under the agreements governing our indebtedness, including a default under our MHR Senior Revolving Credit Facility that is not waived by the required lenders, and the remedies sought by the holders of such indebtedness, could make us unable to pay principal, premium, if any, and interest on the exchange notes and substantially decrease the value of the exchange notes. If we are unable to generate sufficient cash flow and are otherwise unable to obtain funds necessary to meet required payments of principal, premium, if any, and interest on our indebtedness, or if we otherwise fail to comply with the various covenants, including financial and operating covenants, in the instruments governing our indebtedness (including the indenture that governs the notes), we could be in default under the terms of the agreements governing such indebtedness, including our MHR Senior Revolving Credit Facility and the indenture that governs the notes. In the event of such default, the holders of such indebtedness could elect to declare all the funds borrowed thereunder to be due and payable, together with accrued and unpaid interest, the lenders under our MHR Senior Revolving Credit Facility could elect to terminate their commitments thereunder and cease making further loans and lenders under our credit facilities and holders of our senior secured notes could institute foreclosure proceedings against our assets and we could be forced into bankruptcy or liquidation. If our operating performance declines, we may in the future need to obtain waivers from the required lenders under our MHR Senior Revolving Credit Facility to avoid being in default. If we breach our covenants under our credit facilities and seek a waiver, we may not be able to obtain a waiver from the required lenders. If this occurs, we would be in default, the lenders could exercise their rights, as described above, and we could be forced into bankruptcy or liquidation. See "Description of the Exchange Notes."

We may be unable to purchase the exchange notes upon a change of control which would result in a default in the indenture that governs the notes and would adversely affect our business.

Upon a change of control, as defined in the indenture that governs the notes, we are required to offer to purchase all of the exchange notes then outstanding for cash at 101% of the principal amount thereof, together with accrued and unpaid interest and additional interest, if any. If a change of control occurs under the indenture that governs the notes, we may not have sufficient funds to pay the change of control purchase price, and we may be required to secure third party financing to do so. We may not be able to obtain this financing on commercially reasonable terms, or on terms acceptable to us, or at all. Further, we may be contractually restricted under the terms of our MHR Senior Revolving Credit Facility from repurchasing all of the exchange notes tendered by holders of the exchange notes upon a change of control. Accordingly, we may not be able to satisfy our obligations to purchase the exchange notes unless we are able to refinance or obtain waivers under our MHR Senior Revolving Credit Facility. Our failure to repurchase the exchange notes upon a change of control would cause a default under the indenture that governs the notes and a cross-default under our MHR Senior Revolving Credit Facility. Our MHR Senior Revolving Credit Facility, the Eureka Hunter credit facilities and the indenture that governs the notes also provide that a change of control, as defined in such agreements, will be a default that permits lenders to accelerate the maturity of borrowings thereunder and, in the case of our MHR Senior Revolving Credit Facility, if such debt is not paid, to enforce security interests in the collateral securing such debt, thereby limiting our ability to raise cash to purchase the exchange

notes. In addition, pursuant to the documents governing the Ridgeline investment (discussed below in "Risk Factors−Risks Related to Our Business−There are restrictive covenants, mandatory distribution requirements and other provisions in the Ridgeline investment documents that may restrict our ability to pursue our business strategies with respect to Eureka Holdings and Eureka Hunter"), in the event of a change of control of Magnum Hunter, subject to certain conditions, Ridgeline has the right to purchase from Eureka Holdings additional preferred units representing, together with all other units then owned by Ridgeline, up to 51% of the then issued and outstanding common units of Eureka Holdings, determined on an as-converted basis.

The change of control provisions in the indenture that governs the notes may not protect holders of the exchange notes in the event we consummate a highly leveraged transaction, reorganization, restructuring, merger or other similar transaction, unless such transaction constitutes a change of control under the indenture that governs the notes. Such a transaction may not involve a change in voting power or beneficial ownership or, even if it does, may not involve a change in the magnitude required under the definition of change of control in the indenture that governs the notes to trigger our obligation to repurchase the exchange notes. Except as otherwise described above, the indenture that governs the notes does not contain provisions that permit the holders of the exchange notes to require us to repurchase or redeem the exchange notes in the event of a takeover, recapitalization or similar transaction. If an event occurs that does not constitute a "Change of Control" as defined in the indenture that governs the notes, we will not be required to make an offer to repurchase the exchange notes and holders may be required to continue to hold notes despite the event. See "Description of the Exchange Notes−Repurchase at the Option of Holders."

Federal and state statutes allow courts, under specific circumstances, to void notes and adversely affect the validity and enforceability of the guarantees and require noteholders to return payments received.

The issuance of, and payments made under, the exchange notes and the guarantees may be subject to review under federal and state fraudulent transfer and conveyance statutes. While the relevant laws may vary from state to state, generally under such laws the incurrence of an obligation (such as under the exchange notes or related guarantees) or the making of a payment or other transfer will be a fraudulent conveyance if (1) we or any of our guarantors, as applicable, incurred such obligation or made such payment with the intent of hindering, delaying or defrauding creditors or (2) we or any of our guarantors, as applicable, received less than reasonably equivalent value or fair consideration in return for incurring such obligation or making such payment and, in the case of (2) only, one of the following is also true:

- we or the applicable guarantor were insolvent at the time of or rendered insolvent by reason of the incurrence of the obligation or the making of such payment; or
- the incurrence of the obligation or the making of such payment of the consideration left us or the applicable guarantor with an unreasonably small amount of capital to carry on our or its business; or
- we or the applicable guarantor intended to, or believed that we or it would, incur debts beyond our or its ability to pay them as they mature.

If a court were to find that the issuance of the exchange notes or related guarantees, or a payment made under the exchange notes or related guarantees, was a fraudulent conveyance, the court could void the payment obligations under the exchange notes or such related guarantees or subordinate the exchange notes or such guarantees to presently existing and future indebtedness of ours or any such guarantor, and require the holders of the exchange notes to repay particular amounts or any amounts received with respect to the exchange notes or such related guarantees. In the event of a finding that a fraudulent conveyance occurred, you may not receive any repayment on the exchange notes. Further, the voiding of the exchange notes or the related guarantees could result in an event of default with respect to our other debt and that of our guarantors that could result in acceleration of such debt.

The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. In general, however, a court would consider an issuer or a guarantor insolvent if:

the sum of its debts, including contingent and unliquidated liabilities, was greater than all of its property, at a fair valuation;

the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent unliquidated liabilities, as they become absolute and matured; or

it could not pay its debts as they became due.

We cannot be certain as to the standards a court would use to determine whether or not we or the guarantors were solvent at the relevant time, or regardless of the standard that a court uses, that the exchange notes and the related guarantees would not be subordinated to our or any guarantor's other debt.

If the guarantees were legally challenged, any guarantee could also be subject to the claim that, since the guarantee was incurred for our benefit, and only indirectly for the benefit of the guarantor, the obligations of the applicable guarantor were incurred for less than reasonably equivalent value or fair consideration. A court could thus void the obligations under the guarantees, subordinate them to the applicable guarantor's other debt or take other action detrimental to the holders of the exchange notes.

Each guarantee contains a provision intended to limit the guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under its guarantee to be a fraudulent transfer. This provision may not be effective to protect the guarantees from being voided under fraudulent transfer law, or may reduce or eliminate the guarantor's obligation to an amount that effectively makes the guarantee worthless. Although subsequently overturned on other grounds, a recent Florida bankruptcy court decision found that this kind of provision was ineffective to protect the guarantees.

Any rating downgrade for the notes may cause the price of the notes to fall.

We received credit ratings from certain rating services in connection with the offering of the original notes and the add-on notes in May 2012 and December 2012, respectively. In the event a rating service were to lower its rating on the exchange notes below the rating initially assigned to the notes or otherwise announce its intention to put the notes on credit watch, the price of the notes could decline.

On December 13, 2012, in connection with the offering of the add-on notes, Standard & Poor's, one of the two rating agencies for the notes, downgraded its rating of the notes from CCC+ to CCC.

The trading prices for the exchange notes will be directly affected by many factors, including our credit rating.

Credit rating agencies continually revise their ratings for companies they follow or discontinue rating companies, including us. Any ratings downgrade or decisions by a credit rating agency to discontinue rating us could adversely affect the trading price of the exchange notes, or the trading market for the exchange notes, to the extent a trading market for the exchange notes develops. The condition of the financial and credit markets and prevailing interest rates have fluctuated in the past and are likely to fluctuate in the future and any fluctuation may impact the trading price of the exchange notes.

Risks Related to Our Business

Future economic conditions in the U.S., Canada and global markets may have a material adverse impact on our business and financial condition that we currently cannot predict.

The U.S., Canadian and other world economies are slowly recovering from the economic recession that began in 2008. While economic growth has resumed, it remains modest and the timing of an economic recovery is uncertain. There are likely to be significant long-term effects resulting from the recession and credit market crisis, including a future global economic growth rate that is slower than what was experienced in the years preceding the recession. Unemployment rates remain very high and businesses and consumer confidence levels have not yet fully recovered to pre-recession levels. In addition, more volatility may occur before a sustainable, yet lower, growth rate is achieved. Global economic growth drives demand for energy from all sources, including for oil and natural gas. A lower future economic growth rate will result in decreased demand for our crude oil and natural gas production as well as lower commodity prices, which will reduce our cash flows from operations and our profitability.

Volatility in oil and natural gas prices may adversely affect our business, financial condition or results of operations and our ability to meet our capital expenditure obligations and financial commitments.

The prices we receive for our oil and natural gas production heavily influence our revenue, profitability, access to capital and future rate of growth. Oil and natural gas are commodities, and therefore their prices are subject to wide fluctuations in response to relatively minor changes in supply and demand. Historically, the markets for oil and natural gas have been extremely volatile. These markets will likely continue to be volatile in the future. The prices we receive for our production, and the levels of our daily production, depend on numerous factors beyond our control. These factors include, but are not limited to, the following:

the current uncertainty in the global economy;

changes in global supply and demand for oil and natural gas;

the condition of the U.S., Canadian and global economies;

the actions of certain foreign countries;

the price and quantity of imports of foreign oil and natural gas;

political conditions, including embargoes, war or civil unrest in or affecting other oil producing activities of certain countries;

the level of global oil and natural gas exploration and production activity;

the level of global oil and natural gas inventories;

production or pricing decisions made by the Organization of Petroleum Exporting Countries, or OPEC;

weather conditions;

technological advances affecting energy consumption; and

the price and availability of alternative fuels.

Lower oil and natural gas prices may not only decrease our revenues on a per-unit basis, but also may reduce the amount of oil and natural gas that we can produce economically in the future. The higher operating costs associated with many of our oil fields will make our profitability more sensitive to oil price declines. A sustained decline in oil or natural gas prices may materially and adversely affect

our future business, financial condition, results of operations, liquidity or ability to finance planned capital expenditures.

We have a history of losses and cannot assure you that we will be profitable in the foreseeable future.

Since we entered the oil and gas business in April 2005, through September 30, 2012, we had incurred a cumulative net loss from operations of $220.2 million. If we fail to eventually generate profits from our operations, we will not be able to sustain our business. We may never report profitable operations or generate sufficient revenue to maintain our Company as a going concern.

We rely on liquidity from our credit facilities and equity and debt financings to fund our operations and capital budget, which liquidity may not be available on acceptable terms or at all in the future.

We depend upon borrowings under our credit facilities and the availability of equity and debt financing to fund our operations and planned capital expenditures. Borrowings under our credit facilities and the availability of equity and debt financing are affected by commodity prices and prevailing economic conditions in our industry and financial, business and other factors, some of which are beyond our control. We cannot predict whether additional liquidity from equity or debt financings beyond our credit facilities will be available or acceptable on our terms, or at all, in the foreseeable future.

We do not have a significant operating history and, as a result, there is a limited amount of information about us on which to make an investment decision.

We have acquired a number of properties since June 2009 and, consequently, a large amount of our focus has been on assimilating the properties, operations and personnel we have acquired into our organization. Accordingly, there is little operating history upon which to judge our business strategy, our management team or our current operations.

We have identified certain weaknesses in our internal controls, which we are remediating, but failure to do so could adversely affect our capital raising ability.

In October and November 2012, we identified material weaknesses in our internal controls over financial reporting in connection with (i) our lack of sufficient qualified personnel to design and manage an effective control environment, (ii) our period-end financial reporting process and (iii) our share-based compensation. The first material weakness, the lack of sufficient qualified personnel, resulted in the restatement of certain preferred units of Eureka Holdings, our commodity and preferred stock embedded derivative liabilities and our loss in derivatives and related disclosures for the three and six month periods ended June 30, 2012 that resulted in audit adjustments to our condensed consolidated financial statements for the three and nine month periods ended September 30, 2012. The second material weakness, the lack of effective controls over our period-end financial reporting process, resulted in monthly account reconciliations and monthly and quarterly financial information not being timely prepared and/or reviewed, thereby causing audit adjustments to our condensed consolidated financial statements for the three and nine month periods ended September 30, 2012. The third material weakness, which related to our internal controls over financial reporting relating to our share-based compensation, resulted in inaccuracies in the vesting schedule and journal entries relating to our share-based compensation expense that caused us to restate our general and administrative expense and our share-based compensation disclosures for the three and six months ended June 30, 2012. We have promptly implemented, and are implementing, measures we believe will effectively address these weaknesses. However, any failure to do so could adversely affect our compliance with our reporting obligations under the Exchange Act, and our compliance with our debt covenants, and therefore our ability to effect borrowings and readily access the capital markets to provide required liquidity.

The recent financial crisis may have lasting effects on our liquidity, business and financial condition that we cannot predict.

Liquidity is essential to our business. Our liquidity could be substantially negatively affected by an inability to obtain capital in the long-term or short-term debt or equity capital markets or an inability to access bank financing. A prolonged credit crisis and related turmoil in the global financial system would likely materially affect our liquidity, business and financial condition. The economic situation could also adversely affect the collectability of our trade receivables or performance by our suppliers and cause our commodity hedging arrangements to be ineffective if our counterparties are unable to perform their obligations or seek bankruptcy protection.

Failure to successfully integrate acquired businesses could negatively impact our future business and financial results.

Our acquisitions may consume a significant amount of our management resources. The success of recent acquisitions will depend, in part, on our ability to realize the anticipated benefits from integrating the acquired businesses with our existing businesses. The integration process may be complex, costly and time-consuming. To realize these anticipated benefits, we must successfully combine the businesses of the acquired entities in an efficient and effective manner. If we are not able to achieve these objectives within the anticipated time frame, or at all, the anticipated benefits and cost savings of the acquisitions may not be realized fully, or at all, or may take longer to realize than expected.

The expansion of our operations into Canada subjects us to additional regulations and risks from foreign operations, including currency fluctuations, which could impact our financial position and results of operations.

Prior to our acquisition of NuLoch Resources, Inc. ("NuLoch") in May 2011, we operated solely in the U.S., primarily in the Appalachian Basin, the Williston Basin and south Texas. Upon the consummation of the NuLoch acquisition, we expanded our operations into portions of Canada, which exposes us to a new regulatory environment and risks from foreign operations. Some of these additional risks include, but are not limited to:

- increases in governmental royalties;
- application of new tax laws (including host-country export, excise and income taxes and U.S. taxes on foreign operations);
- currency restrictions and exchange rate fluctuations;
- legal and governmental regulatory requirements;
- difficulties and costs of staffing and managing international operations; and
- possible language and cultural differences.

Our Canadian operations also may be adversely affected by the laws and policies of the U.S. affecting foreign trade, taxation and investment. In addition, if a dispute arises with respect to our foreign operations, we may be subject to the exclusive jurisdiction of foreign courts or may not be successful in subjecting foreign persons to the jurisdiction of the courts of the U.S.

Our operations require significant amounts of capital and additional financing may be necessary in order for us to continue our exploration and midstream activities, including meeting certain drilling obligations under our existing lease obligations and expanding our pipeline facilities.

Our cash flow from our reserves, if any, may not be sufficient to fund our ongoing activities at all times. From time to time, we may require additional financing in order to carry out our oil and gas acquisitions and exploration and development activities and our midstream activities. Failure to obtain such financing on a timely basis could cause us to forfeit our interest in certain properties as a result of not fulfilling our existing drilling commitments. Certain of our undeveloped leasehold acreage is subject to leases that will expire unless production is established or we meet certain capital expenditure and drilling requirements. If our revenues from our reserves decrease as a result of lower oil and natural gas prices or otherwise, it will affect our ability to expend the necessary capital to replace our reserves or to maintain our current production. In addition, capital constraints could limit our ability to build and expand our gas gathering pipeline system. If our cash flow from operations is not sufficient to satisfy our capital expenditure requirements, there can be no assurance that additional debt or equity financing will be available to meet these requirements or available to us on favorable terms.

If our access to oil and gas markets is restricted, it could negatively impact our production, our income and ultimately our ability to retain our leases. Our ability to sell natural gas and/or receive market prices for our natural gas may be adversely affected by pipeline and gathering system capacity constraints.

Market conditions or the restriction in the availability of satisfactory oil and natural gas transportation arrangements may hinder our access to oil and natural gas markets or delay our production. The availability of a ready market for our oil and natural gas production depends on a number of factors, including the demand for and supply of oil and natural gas and the proximity of reserves to pipelines and terminal facilities. Our ability to market our production depends in substantial part on the availability and capacity of gathering systems, pipelines and processing facilities owned and operated by third parties. Our failure to obtain such services on acceptable terms could materially harm our business. Our productive properties may be located in areas with limited or no access to pipelines, thereby necessitating delivery by other means, such as trucking, or requiring compression facilities. Such restrictions on our ability to sell our oil or natural gas may have several adverse effects, including higher transportation costs, fewer potential purchasers (thereby potentially resulting in a lower selling price) or, in the event we were unable to market and sustain production from a particular lease for an extended time, possibly causing us to lose a lease due to lack of production.

If drilling in the Marcellus Shale, Utica Shale, Eagle Ford Shale, Bakken Shale/Three Forks/Sanish and Pearsall Shale areas proves to be successful, the amount of oil and natural gas being produced by us and others could exceed the capacity of the various gathering and intrastate or interstate transportation pipelines currently available in these areas. If this occurs, it will be necessary for new pipelines and gathering systems to be built. Because of the current economic climate, certain pipeline projects that are planned for the Marcellus Shale, Utica Shale, Eagle Ford Shale, Bakken Shale/Three Forks/Sanish and Pearsall Shale areas may not occur for lack of financing. In addition, capital constraints could limit our ability to build gathering systems, such as our Eureka Hunter System, necessary to gather our gas to deliver to interstate pipelines. In such event, we might have to shut in our wells awaiting a pipeline connection or capacity and/or sell natural gas production at significantly lower prices than those quoted on NYMEX or than we currently project for these specific regions, which would adversely affect our results of operations.

A portion of our natural gas and oil production in any region may be interrupted, or shut in, from time to time for numerous reasons, including as a result of weather conditions, accidents, loss of pipeline or gathering system access, field labor issues or strikes, or we might voluntarily curtail production in response to market conditions. If a substantial amount of our production is interrupted at the same time, it could temporarily adversely affect our cash flow.

We depend on a relatively small number of purchasers for a substantial portion of our revenue. The inability of one or more of our purchasers to meet their obligations may adversely affect our financial results.

We derive a significant amount of our revenue from a relatively small number of purchasers of our production. Our inability to continue to provide services to key customers, if not offset by additional sales to our other customers, could adversely affect our financial condition and results of operations. These companies may not provide the same level of our revenue in the future for a variety of reasons, including their lack of funding, a strategic shift on their part in moving to different geographic areas in which we do not operate or our failure to meet their performance criteria. The loss of all or a significant part of this revenue would adversely affect our financial condition and results of operations.

Shortages of equipment, services and qualified personnel could reduce our cash flow and adversely affect results of operations.

The demand for qualified and experienced field personnel to drill wells and conduct field operations, geologists, geophysicists, engineers and other professionals in the oil and natural gas industry can fluctuate significantly, often in correlation with oil and natural gas prices and activity levels in certain regions where we are active, causing periodic shortages. During periods of high oil and gas prices, we have experienced shortages of equipment, including drilling rigs and completion equipment, as demand for rigs and equipment has increased along with higher commodity prices and increased activity levels. In addition, there is currently a shortage of hydraulic fracturing capacity in many of the areas in which we operate. Higher oil and natural gas prices generally stimulate increased demand and result in increased prices for drilling rigs, crews and associated supplies, oilfield equipment and services and personnel in our exploration, production and midstream operations. These types of shortages or price increases could significantly decrease our profit margin, cash flow and operating results and/or restrict or delay our ability to drill wells, construct gathering pipelines and conduct other operations that we currently have planned and budgeted, causing us to miss our forecasts and projections.

We cannot control activities on properties that we do not operate and are unable to control their proper operation and profitability.

We do not operate all of the properties in which we own an ownership interest. As a result, we have limited ability to exercise influence over, and control the risks associated with, the operations of these non-operated properties. The failure of an operator of our wells to adequately perform operations, an operator's breach of the applicable agreements or an operator's failure to act in ways that are in our best interests could reduce our production, revenues and reserves. The success and timing of our drilling and development activities on properties operated by others therefore depend upon a number of factors outside of our control, including:

the nature and timing of the operator's drilling and other activities;

the timing and amount of required capital expenditures;

the operator's geological and engineering expertise and financial resources;

the approval of other participants in drilling wells; and

the operator's selection of suitable technology.

NGAS Resources, Inc. ("NGAS") conducted a portion of its operations through drilling partnerships, and we have recently sponsored two drilling partnerships, which subject us to additional risks that could have a material adverse effect on our financial position and results of operations.

NGAS, which we acquired in April 2011, conducted a portion of its operations through drilling partnerships with third parties. Our Magnum Hunter Production, Inc. subsidiary completed a sponsored

drilling partnership in late 2011 and is currently sponsoring an additional drilling partnership. Under this partnership structure, proceeds from the private placement of interests in each investment partnership, together with the sponsor's capital contribution, are contributed to a separate joint venture or "program" that the sponsor forms with that partnership to conduct drilling or property operations. These third parties may have obligations that are important to the success of the joint venture, such as the obligation to pay substantial carried costs pertaining to the joint venture and to pay their share of capital and other costs of the joint venture. The performance of these third party obligations, including the ability of the third parties to satisfy their obligations under these arrangements, is outside our control. If these parties do not satisfy their obligations under these arrangements, our business may be adversely affected. The failure to continue our drilling and/or income partnerships or other joint venture projects or to resolve disagreements with our drilling and/or income partnership partners could adversely affect our ability to transact the business that is the subject of such partnerships, which would in turn negatively affect our financial condition and results of operations.

Our development, exploration and midstream operations require substantial capital, and we may be unable to obtain needed capital or financing on satisfactory terms, which could lead to a loss of properties and a decline in our oil and natural gas reserves.

The oil and natural gas industry is very capital intensive. We make and expect to continue to make substantial capital expenditures in our business and operations for the exploration for, and development, production, gathering, transportation, processing and acquisition of, oil and natural gas reserves. To date, we have financed capital expenditures primarily with proceeds from bank borrowings, cash generated by operations and proceeds from preferred and common stock equity offerings. We intend to finance our future capital expenditures with a combination of the sale of common and preferred equity, asset sales, cash flow from operations and current and new financing arrangements with our banks. Our cash flow from operations and access to capital is subject to a number of variables, including:

- our proved reserves;
- the amount of oil and natural gas we are able to produce from existing wells;
- the prices at which oil and natural gas are sold;
- our ability to acquire, locate and produce new reserves; and
- our ability to obtain commitments from third party producers for the gathering of their natural gas production through our Eureka Hunter System and for the treating of their natural gas by our TransTex subsidiary.

If our revenues decrease as a result of lower oil and natural gas prices, operating difficulties, declines in reserves or for any other reason, we may have limited ability to obtain the capital necessary to sustain our operations at current levels. We may need to seek additional financing in the future. In addition, we may not be able to obtain debt or equity financing on terms favorable to us, or at all, depending on market conditions. The failure to obtain additional financing could result in a curtailment of our operations relating to exploration and development of our prospects, which in turn could lead to a possible loss of properties and a decline in our oil and natural gas reserves, or could prevent us from expanding, maintaining and operating our pipeline facilities. Also, our credit facilities and the indenture governing the notes contain various covenants that restrict our ability to, among other things, incur indebtedness, grant liens, make certain restricted payments, change the nature of our business, acquire or make expenditures for oil and gas properties outside of the U.S. and Canada, dispose of our assets or enter into mergers, consolidations or similar transactions, make investments, loans or advances, pay dividends on our outstanding stock, enter into transactions with affiliates, create new subsidiaries and enter into certain derivative transactions.

We may incur substantial losses and be subject to substantial liability claims as a result of our oil and natural gas operations, and we may not have enough insurance to cover all of the risks that we may ultimately face.

We maintain significant insurance coverage against some, but not all, potential losses to protect against the risks we foresee. We do not carry business interruption insurance. We may elect not to carry certain types or amounts of insurance if our management believes that the cost of available insurance is excessive relative to the risks presented. In addition, it is not possible to insure fully against pollution and environmental risks.

We are not insured against all risks. Losses and liabilities arising from uninsured and underinsured events could materially and adversely affect our business, financial condition, results of operations and cash flows. Our oil and natural gas exploration and production activities are subject to all of the operating risks associated with drilling for and producing oil and natural gas, including the possibility of:

- environmental hazards, such as uncontrollable flows of oil, natural gas, brine, well fluids, toxic gas or other pollution into the environment, including groundwater and shoreline contamination;
- abnormally pressured formations;
- mechanical difficulties, such as stuck oil field drilling and service tools and casing collapses;
- fires and explosions;
- personal injuries and death; and
- natural disasters.

Our midstream activities are subject to all of the operating risks associated with constructing, operating and maintaining pipelines and related equipment, including the possibility of pipeline leaks, breaks and ruptures, pipeline damage due to natural hazards, such as ground movement and weather, and personal injuries and death.

Any of these risks could adversely affect our ability to conduct operations or result in substantial losses to us. If a significant accident or other event occurs and is not fully covered by insurance, then that accident or other event could adversely affect our business, financial condition, results of operations and cash flows.

We are dependent upon partnering and consultant arrangements.

We had a total of approximately 380 full-time employees as of November 30, 2012. Despite this number of employees, we expect that we will continue to require the services of independent consultants and contractors to perform various professional services, including reservoir engineering, land, legal, environmental and tax services. We will also pursue alliances with partners in the areas of geological and geophysical services and prospect generation, evaluation and leasing. Our dependence on third party consultants and service providers creates a number of risks, including but not limited to:

- the possibility that such third parties may not be available to us as and when needed; and
- the risk that we may not be able to properly control the timing and quality of work conducted with respect to our projects.

If we experience significant delays in obtaining the services of such third parties or poor performance by such parties, our results of operations could be materially adversely affected.

Our business may suffer if we lose key personnel.

Our operations depend on the continuing efforts of our executive officers and senior management. Our business or prospects could be adversely affected if any of these persons does not continue in their management role with us and we are unable to attract and retain qualified replacements. Additionally, we do not presently carry key person insurance for any of our executive officers or senior management.

Drilling for and producing oil and natural gas are high risk activities with many uncertainties that could adversely affect our business, financial condition and results of operations.

Our future success will depend on the success of our exploitation, exploration, development and production activities. Our oil and natural gas exploration and production activities are subject to numerous risks beyond our control, including the risk that drilling will not result in commercially viable oil or natural gas production. Our decisions to purchase, explore, develop or otherwise exploit prospects or properties will depend in part on the evaluation of data obtained through geophysical and geological analyses, production data and engineering studies, the results of which are often inconclusive or subject to varying interpretations. Our costs of drilling, completing and operating wells are often uncertain before drilling commences. Overruns in budgeted expenditures are common risks that can make a particular project uneconomical. Further, our future business, financial condition, results of operations, liquidity or ability to finance planned capital expenditures could be materially and adversely affected by any factor that may curtail, delay or cancel drilling, including the following:

delays imposed by or resulting from compliance with regulatory requirements;

unusual or unexpected geological formations;

pressure or irregularities in geological formations;

shortages of or delays in obtaining equipment and qualified personnel;

equipment malfunctions, failures or accidents;

unexpected operational events and drilling conditions;

pipe or cement failures;

casing collapses;

lost or damaged oilfield drilling and service tools;

loss of drilling fluid circulation;

uncontrollable flows of oil, natural gas and fluids;

fires and natural disasters;

environmental hazards, such as natural gas leaks, oil spills, pipeline ruptures and discharges of toxic gases;

adverse weather conditions;

reductions in oil and natural gas prices;

oil and natural gas property title problems; and

market limitations for oil and natural gas.

If any of these factors were to occur with respect to a particular field, we could lose all or a part of our investment in the field, or we could fail to realize the expected benefits from the field, either of which could materially and adversely affect our revenue and profitability.

We may incur losses as a result of title deficiencies.

We purchase and acquire from third parties or directly from the mineral fee owners certain oil and gas leasehold interests and other real property interests upon which we will perform our drilling and exploration activities. The existence of a title deficiency can significantly devalue an acquired interest or render a lease worthless and can adversely affect our results of operations and financial condition. As is customary in the oil and gas industry, we generally rely upon the judgment of oil and gas lease brokers or our internal independent landmen who perform the field work in examining records in the appropriate governmental offices and abstract facilities before attempting to acquire or place under lease a specific mineral interest and before drilling a well on a leased tract. The failure of title may not be discovered until after a well is drilled, in which case we may lose the lease and the right to produce all or a portion of the minerals under the property.

Competition in the oil and natural gas industry is intense, which may adversely affect our ability to compete.

We operate in a highly competitive environment for acquiring properties, exploiting mineral leases, marketing oil and natural gas and securing trained personnel. Many of our competitors possess and employ financial, technical and personnel resources substantially greater than ours, which can be particularly important in the areas in which we operate. Those companies may be able to pay more for productive oil and natural gas properties and exploratory prospects and to evaluate, bid for and purchase a greater number of properties and prospects than our financial or personnel resources permit. Our ability to acquire additional prospects and to find and develop reserves in the future will depend on our ability to evaluate and select suitable properties and to consummate transactions in an efficient manner even in a highly competitive environment. We may not be able to compete successfully in the future in acquiring prospective reserves, developing reserves, marketing hydrocarbons, attracting and retaining quality personnel and raising additional capital.

We have limited experience in drilling wells to the Marcellus Shale, Utica Shale, Eagle Ford Shale, Bakken Shale/Three Forks/Sanish and Pearsall Shale formations and limited information regarding reserves and decline rates in these areas. Wells drilled to these areas are more expensive and more susceptible to mechanical problems in drilling and completion techniques than wells in conventional areas.

We have limited experience in the drilling and completion of Marcellus Shale, Utica Shale, Eagle Ford Shale, Bakken Shale/Three Forks/Sanish and Pearsall Shale formations wells, including limited horizontal drilling and completion experience. Other operators in these plays may have significantly more experience in the drilling and completion of these wells, including the drilling and completion of horizontal wells. In addition, we have limited information with respect to the ultimate recoverable reserves and production decline rates in these areas due to their limited histories. The wells drilled in the Marcellus Shale, Utica Shale, Eagle Ford Shale, Bakken Shale/ Three Forks/Sanish and Pearsall Shale formations are primarily horizontal and require more artificial stimulation, which makes them more expensive to drill and complete. The wells also are more susceptible to mechanical problems associated with the drilling and completion of the wells, such as casing collapse and lost equipment in the wellbore due to the length of the lateral portions of these unconventional wells. The fracturing of these formations will be more extensive and complicated than fracturing geological formations in conventional areas of operation.

Prospects that we decide to drill may not yield oil or natural gas in commercially viable quantities.

Our prospects are in various stages of evaluation. There is no way to predict with certainty in advance of drilling and testing whether any particular prospect will yield oil or natural gas in sufficient quantities to recover drilling or completion costs or to be economically viable, particularly in light of the current economic environment. The use of seismic data and other technologies, and the study of

producing fields in the same area, will not enable us to know conclusively before drilling whether oil or natural gas will be present or, if present, whether oil or natural gas will be present in commercially viable quantities. Moreover, the analogies we draw from available data from other wells, more fully explored prospects or producing fields may not be applicable to our drilling prospects.

New technologies may cause our current exploration and drilling methods to become obsolete.

The oil and gas industry is subject to rapid and significant advancements in technology, including the introduction of new products and services using new technologies. As competitors use or develop new technologies, we may be placed at a competitive disadvantage, and competitive pressures may force us to implement new technologies at a substantial cost. In addition, competitors may have greater financial, technical and personnel resources that allow them to enjoy technological advantages and may in the future allow them to implement new technologies before we can. One or more of the technologies that we currently use or that we may implement in the future may become obsolete. We cannot be certain that we will be able to implement technologies on a timely basis or at a cost that is acceptable to us. If we are unable to maintain technological advancements consistent with industry standards, our operations and financial condition may be adversely affected.

Our indebtedness could adversely affect our financial condition and our ability to operate our business.

As of January 8, 2013, our outstanding indebtedness was approximately $892.8 million (which included borrowings under the MHR Senior Revolving Credit Facility, the Eureka Hunter credit facilities and the indenture governing the notes). We will incur additional debt from time to time, and such borrowings may be substantial. Our debt could have material adverse consequences to us, including the following:

- it may be difficult for us to satisfy our obligations, including debt service requirements under our credit agreements;
- our ability to obtain additional financing for working capital, capital expenditures, debt service requirements and other general corporate purposes may be impaired;
- a significant portion of our cash flow is committed to payments on our debt, which will reduce the funds available to us for other purposes, such as future capital expenditures;
- we are more vulnerable to price fluctuations and to economic downturns and adverse industry conditions and our flexibility to plan for, or react to, changes in our business or industry is more limited; and
- our ability to capitalize on business opportunities, and to react to competitive pressures, as compared to others in our industry, may be limited.

Unless we replace our oil and natural gas reserves, our reserves and production will decline, which would adversely affect our business, financial condition and results of operations.

Producing oil and natural gas reservoirs generally are characterized by declining production rates that vary depending on reservoir characteristics and other factors. Our future oil and natural gas reserves and production, and therefore our cash flow and income, are highly dependent on our success in efficiently developing and exploiting our current reserves and economically finding or acquiring additional recoverable reserves. We may not be able to develop, find or acquire additional reserves to replace our current and future production at acceptable costs, which would adversely affect our business, financial condition and results of operations.

Product price derivative contracts may expose us to potential financial loss.

To reduce our exposure to fluctuations in the prices of oil and natural gas, we currently and will likely in the future enter into derivative contracts in order to economically hedge a portion of our oil and natural gas production. Derivative contracts expose us to risk of financial loss in some circumstances, including when:

- production is less than expected;
- the counterparty to the derivative contract defaults on its contract obligations; or
- there is a change in the expected differential between the underlying price in the hedging agreement and actual prices received.

In addition, these derivative contracts may limit the benefit we would receive from increases in the prices for oil and natural gas. Under the terms of our MHR Senior Revolving Credit Facility, the percentage of our total production volumes with respect to which we will be allowed to enter into derivative contracts is limited, and we therefore retain the risk of a price decrease for our remaining production volumes. Information as to these activities is set forth in the notes to our financial statements contained in our annual and quarterly reports that we file with the SEC on Forms 10-K and 10-Q, and any related amendments.

Write-downs of the carrying values of our oil and natural gas properties could occur if oil and gas prices decline or if we have substantial downward adjustments to our estimated proved reserves, increases in our estimates of development costs or deterioration in our drilling results. Because our properties currently serve, and will likely continue to serve, as collateral for advances under our existing and future credit facilities, a write-down in the carrying values of our properties could require us to repay debt earlier than we would otherwise be required. It is likely that the cumulative effect of a write-down could also negatively impact the value of our securities, including the notes and our common and preferred stock.

We account for our crude oil and natural gas exploration and development activities using the successful efforts method of accounting. Under this method, costs of productive exploratory wells, developmental dry holes and productive wells and undeveloped leases are capitalized. Oil and gas lease acquisition costs are also capitalized. Exploration costs, including personnel costs, certain geological and geophysical expenses and delay rentals for oil and gas leases, are charged to expense as incurred. Exploratory drilling costs are initially capitalized, but charged to expense if and when the well is determined not to have found reserves in commercial quantities.

The application of the successful efforts method of accounting requires managerial judgment to determine the proper classification of wells designated as developmental or exploratory, which will ultimately determine the proper accounting treatment of the costs incurred. The results from a drilling operation can take considerable time to analyze and the determination that commercial reserves have been discovered requires both judgment and industry experience. Wells may be completed that are assumed to be productive but may actually deliver oil and gas in quantities insufficient to be economic, which may result in the abandonment of the wells at a later date. Future wells are drilled that target geological structures that are both developmental and exploratory in nature. A subsequent allocation of costs is then required to properly account for the results. The evaluation of oil and gas leasehold acquisition costs requires judgment to estimate the fair value of these costs with reference to drilling activity in a given area.

The capitalized costs of our oil and gas properties may not exceed the estimated future net cash flows from our properties. If capitalized costs exceed future cash flows, we write down the costs of the properties to our estimate of fair market value. Any such charge will not affect our cash flow from operating activities, but will reduce our earnings and stockholders' equity. When evaluating our properties, we are required to test for potential write-downs at the lowest level for which identifiable

cash flows are largely independent of the cash flows of other assets, which is typically on a field by field basis.

We incurred an impairment charge in 2011 related to certain proved oil and gas properties acquired as part of our acquisition of NGAS totaling $21.8 million due to a significant decline in natural gas prices at December 31, 2011. Impairment of proved oil and gas properties was calculated on a field by field basis under the successful efforts accounting method. An impairment was recorded based upon the estimated fair value of a field when the undiscounted reserve value of the field was less than the net capitalized cost of the field at December 31, 2011. Fair value was determined by calculating the present value of future net cash flows using NYMEX prices in effect during February 2012. During 2011, we also incurred impairment charges associated with our undeveloped acreage of $306,000 and $802,000 in our Eagle Ford Shale and Appalachian Basin regions, respectively, due to expiring acreage that we chose not to develop. During the nine months ended September 30, 2012, we also incurred impairment charges of $25.6 million due to expiring leasehold acreage that we chose not to develop.

We review our oil and gas properties for impairment annually or whenever events and circumstances indicate a decline in the recoverability of their carrying value. Once incurred, a write-down of oil and gas properties is not reversible at a later date even if oil or gas prices subsequently increase. Given the complexities associated with oil and gas reserve estimates and the history of price volatility in the oil and gas markets, events may arise that would require us to record further impairments of the book values associated with oil and gas properties. Accordingly, there is a risk that we will be required to further write down the carrying value of our oil and gas properties, which would reduce our earnings and stockholders' equity.

Restrictive covenants in our credit facilities and the indenture governing the notes may restrict our ability to pursue our business strategies.

Our MHR Senior Revolving Credit Facility and the indenture governing the notes contain certain covenants that, among other things, restrict our ability to, with certain exceptions:

incur indebtedness;

grant liens;

make certain restricted payments, including payment of dividends on our outstanding stock;

change the nature of our business;

acquire or make expenditures for oil and gas properties outside of the U.S. and Canada;

dispose of our assets or enter into mergers, consolidations or similar transactions;

make investments, loans or advances;

enter into transactions with affiliates;

create new subsidiaries; and

enter into certain derivative transactions.

Our MHR Senior Revolving Credit Facility also requires us to satisfy certain financial covenants, including maintaining:

a ratio of earnings before interest, taxes, depreciation, amortization and exploration expenses, or EBITDAX, to interest of not less than 2.5 to 1.0;

a total debt to EBITDAX ratio of not more than (a) 4.75 to 1.0 for the fiscal quarter ending December 31, 2012, (b) 4.50 to 1.0 for the fiscal quarter ending March 31, 2013, (c) 4.25 to 1.0

for the fiscal quarter ending June 30, 2013 and (d) 4.25 to 1.0 for the fiscal quarter ending September 30, 2013 and for each fiscal quarter thereafter unless, in the case of this clause (d) only, a material asset sale has occurred during any such fiscal quarter, in which case the ratio of total debt to EBITDAX must not exceed 4.0 to 1.0 for such fiscal quarter; and

a ratio of consolidated current assets to consolidated current liabilities of not less than 1.0 to 1.0.

The Eureka Hunter credit facilities also require Eureka Hunter and its subsidiaries to comply with certain financial covenants.

Our ability to comply with these covenants may be affected by events beyond our control, and any material deviations from our forecasts could require us to seek waivers or amendments of covenants or alternative sources of financing or reduce our expenditures. We cannot assure you that such waivers, amendments or alternative financings could be obtained or, if obtained, would be on terms acceptable to us.

If conditions to any future purchases of preferred units (as defined below) of Eureka Holdings in connection with the Ridgeline investment are not met, then we will not be able to obtain additional funds from Ridgeline.

Pursuant to the Series A Convertible Preferred Unit Purchase Agreement, dated as of March 21, 2012 (the "Unit Purchase Agreement"), between the Company and Ridgeline, Ridgeline committed, subject to certain conditions, to purchase up to $200 million of Series A Convertible Preferred Units representing preferred membership interests of Eureka Holdings (the "preferred units"). In 2012, Eureka Holdings sold preferred units valued at a total of $153.5 million to Ridgeline.

Our ability to obtain additional funds from Ridgeline is subject to our meeting the conditions for additional purchases of preferred units as set forth in the Unit Purchase Agreement, which include, among other things, that (i) the proceeds be used for certain approved capital expenditures, midstream growth projects and/or acquisitions (or for any other purposes agreed to by Ridgeline), and (ii) no defaults or material adverse events have occurred. If these conditions are not met, then we will not be able to obtain additional funds from Ridgeline.

There are restrictive covenants, mandatory distribution requirements and other provisions in the Ridgeline investment documents that may restrict our ability to pursue our business strategies with respect to Eureka Holdings and Eureka Hunter.

The Amended and Restated Limited Liability Company Agreement of Eureka Holdings (the "EH Operating Agreement"), contains certain covenants that, among other things, restrict the ability of Eureka Holdings and its subsidiaries to, with certain exceptions:

incur funded indebtedness, whether direct or contingent;

issue additional equity interests;

pay distributions to its owners, or repurchase or redeem any of its equity securities;

enter into any material acquisitions, dispositions or divestitures; or

enter into a sale or merger.

Under the EH Operating Agreement, the holders of preferred units of Eureka Holdings are entitled to receive an annual distribution of 8%, payable quarterly. Through and including the quarter ending March 31, 2013, the board of directors of Eureka Holdings may elect to pay up to 75% of any such distribution in kind (i.e., in additional preferred units), in lieu of cash. For the quarter ending June 30, 2013 through and including the quarter ending March 31, 2014, the board of directors of Eureka Holdings may elect to pay up to 50% of any such distribution in kind. Thereafter, all distributions to Ridgeline relating to the preferred units will be paid solely in cash.

In addition to the required quarterly distributions of accrued preferred return on the preferred units, the EH Operating Agreement also (i) gives Eureka Holdings the right, at any time on or after the fifth anniversary of the closing of the initial Ridgeline investment, to redeem all but not less than all, of the outstanding preferred units, and (ii) gives Ridgeline the right, at any time on or after the eighth anniversary of the closing of the initial Ridgeline investment, to require Eureka Holdings to redeem all, but not less than all, of the outstanding preferred units. If Eureka Holdings fails to meet its redemption obligations under clause (ii) above, then Ridgeline will have the right to assume control of the board of directors of Eureka Holdings and, at its option, to cause Eureka Holdings and/or its other owners to enter into a sale, merger or other disposition of Eureka Holdings or its assets (on terms acceptable to Ridgeline).

Further, pursuant to the terms of the EH Operating Agreement, the number and composition of the board of directors of Eureka Holdings may change over time based on Ridgeline's percentage ownership interest in Eureka Holdings (after taking into account any additional purchases of preferred units) and the satisfaction of certain performance goals by Eureka Holdings (or its failure to satisfy such goals) by the third anniversary of the closing of the initial Ridgeline investment (or as of any anniversary after such date). The board of directors of Eureka Holdings is currently composed of a majority of members appointed by Magnum Hunter. Subject to the rights described above, the board of directors of Eureka Holdings may in the future be composed of an equal number of directors appointed by Magnum Hunter and Ridgeline or, in certain cases, of a majority of directors appointed by Ridgeline.

The EH Operating Agreement also contains a requirement that Ridgeline have an exclusive first right to fund up to 100% of Eureka Holdings' funding requirements, subject to certain exceptions.

In the event that a change of control of Magnum Hunter occurs at any time prior to a qualified public offering of Eureka Holdings, Ridgeline will have the right under the terms of the EH Operating Agreement to purchase sufficient additional preferred units in Eureka Holdings so that it holds up to 51.0% of the ownership of Eureka Holdings.

The EH Operating Agreement also contains pre-emptive rights and unit conversion rights in favor of Ridgeline, transfer restrictions on Magnum Hunter's ownership interests in Eureka Holdings (subject to certain exceptions), rights of first refusal and co-sale rights in favor of Ridgeline, and certain registration rights in favor of Ridgeline.

These restrictive covenants, mandatory distribution requirements and other provisions in the Ridgeline investment documents may restrict our ability to pursue our business strategies with respect to Eureka Holdings, Eureka Hunter and TransTex.

Our obligations under our credit facilities are secured by substantially all of our assets, and any failure to meet our debt obligations would adversely affect our business and financial condition.

Certain of our subsidiaries, including PRC Williston, LLC, Triad Hunter, LLC, Eagle Ford Hunter, Inc., Magnum Hunter Production, Inc., Magnum Hunter Resources GP, LLC, Magnum Hunter Resources, LP, NGAS Hunter, LLC, MHR Callco Corporation, MHR Exchangeco Corporation, Williston Hunter Canada, Inc., Williston Hunter, Inc., Williston Hunter ND, LLC, Bakken Hunter, LLC, Magnum Hunter Marketing, LLC and Viking International Resources Co., Inc. have each guaranteed the performance of our obligations under our MHR Senior Revolving Credit Facility. With the exception of MHR Callco Corporation, MHR Exchangeco Corporation, Williston Hunter Canada, Inc., each of these subsidiaries has also guaranteed the performance of our obligations under the indenture governing the notes. In addition, our obligations under our MHR Senior Revolving Credit Facility have been collateralized through the grant of first priority liens on substantially all of the assets held by Magnum Hunter Resources Corporation and these restricted subsidiaries.

Eureka Hunter's obligations under the Eureka Hunter credit facilities have been guaranteed by Eureka Hunter Land, LLC and TransTex, subsidiaries of Eureka Hunter, and have been collateralized through the grant of first and second priority liens on substantially all of the assets held by Eureka Hunter, Eureka Hunter Land, LLC and TransTex and by the pledge of the equity of Eureka Hunter owned by Eureka Holdings and shall be collateralized through similar grants by any future subsidiary of Eureka Hunter. An event of default under either of these credit facilities will constitute an event of default under the other. The Eureka Hunter revolving credit facility and the Eureka Hunter term loan are non-recourse to Magnum Hunter Resources Corporation and to its restricted subsidiaries under our MHR Senior Revolving Credit Facility.

Our ability to meet our debt obligations under these credit facilities and the indenture governing the notes will depend on the future performance of our properties, which will be affected by financial, business, economic, regulatory and other factors, many of which we are unable to control. Our failure to service any such debt could result in a default under the indenture governing the notes or the related credit facility, and the indenture governing the notes or credit facility under which such default is a cross-default, which could result in the loss of our ownership interests in the secured properties and otherwise materially adversely affect our business, financial condition and results of operations.

We are subject to complex federal, state, local and foreign laws and regulations, including environmental laws, which could adversely affect our business.

Exploration for and development, exploitation, production, processing, gathering, transportation and sale of oil and natural gas in the U.S. and Canada are subject to extensive federal, state, local and foreign laws and regulations, including complex tax laws and environmental laws and regulations. Existing laws or regulations, as currently interpreted or reinterpreted in the future, or future laws, regulations or incremental taxes and fees, could harm our business, results of operations and financial condition. We may be required to make large expenditures to comply with environmental and other governmental regulations. Energy Hunter Securities, Inc., one of our wholly-owned subsidiaries, is also subject to the rules and regulations promulgated by the Financial Industry Regulatory Authority in connection with its broker-dealer activities relating to our drilling and/or income partnership programs.

It is possible that new taxes on our industry could be implemented and/or tax benefits could be eliminated or reduced, reducing our profitability and available cash flow. In addition to the short-term negative impact on our financial results, such additional burdens, if enacted, would reduce our funds available for reinvestment and thus ultimately reduce our growth and future oil and natural gas production.

Matters subject to regulation include oil and gas production and saltwater disposal operations and our processing, handling and disposal of hazardous materials, such as hydrocarbons and naturally occurring radioactive materials, discharge permits for drilling operations, spacing of wells, environmental protection and taxation. We could incur significant costs as a result of violations of or liabilities under environmental or other laws, including third party claims for personal injuries and property damage, reclamation costs, remediation and clean-up costs resulting from oil spills and pipeline leaks and ruptures and discharges of hazardous materials, fines and sanctions, and other environmental damages.

Certain federal income tax deductions currently available with respect to oil and natural gas exploration and development may be eliminated as a result of future legislation.

Congress has recently considered, is considering, and may continue to consider, legislation that, if adopted in its proposed or similar form, would deprive some companies involved in oil and natural gas exploration and production activities of certain U.S. federal income tax incentives and deductions currently available to such companies. These changes include, but are not limited to, (i) the repeal of

the percentage depletion allowance for oil and natural gas properties, (ii) the elimination of current deductions for intangible drilling and development costs, (iii) the elimination of the deduction for certain domestic production activities, and (iv) an extension of the amortization period for certain geological and geophysical expenditures.

It is unclear whether these or similar changes will be enacted and, if enacted, how soon any such changes could become effective and whether such changes may apply retroactively. Although we are unable to predict whether any of these or other proposals will ultimately be enacted, the passage of any legislation as a result of these proposals or any other similar changes in U.S. federal income tax laws could eliminate or postpone certain tax deductions that are currently available to us, and any such change could negatively affect our financial condition and results of operations.

Our ability to use net operating loss carryforwards to offset future taxable income may be subject to certain limitations.

We currently have net operating loss carryforwards that may be available to offset future taxable income. However, changes in the ownership of our stock (including certain transactions involving our stock that are outside of our control) could result (or may have already resulted) in an "ownership change" within the meaning of Section 382 of the Internal Revenue Code of 1986, as amended, which may significantly limit our ability to utilize our net operating loss carryforwards. To the extent an ownership change has occurred or were to occur in the future, it is possible that the limitations imposed on our ability to use pre-ownership change losses could cause a significant net increase in our U.S. federal income tax liability and could cause U.S. federal income taxes to be paid earlier than otherwise would be paid if such limitations were not in effect.

Federal and state legislation and regulatory initiatives relating to hydraulic fracturing could result in increased costs and additional operating restrictions or delays.

Hydraulic fracturing is an important and common practice that is used to stimulate production of natural gas and/or oil from dense subsurface rock formations. The hydraulic fracturing process involves the injection of water, sand, and chemicals under pressure into the formation to fracture the surrounding rock and stimulate production. We commonly use hydraulic fracturing as part of our operations. Hydraulic fracturing typically is regulated by state oil and natural gas commissions, but the EPA has asserted federal regulatory authority pursuant to the Safe Drinking Water Act over certain hydraulic fracturing activities involving the use of diesel. In addition, legislation has been introduced before Congress to provide for federal regulation of hydraulic fracturing under the Safe Drinking Water Act and to require disclosure of the chemicals used in the hydraulic fracturing process. Several states are also considering implementing, or some states, including Texas, have implemented, new regulations pertaining to hydraulic fracturing, including the disclosure of chemicals used in connection therewith. For example, Texas recently enacted a law that requires hydraulic fracturing operators to disclose the chemicals used in the fracturing process on a well-by-well basis. Further, various municipalities in several states, including Pennsylvania, West Virginia and Ohio, have passed ordinances which seek to prohibit hydraulic fracturing. We believe that we follow applicable standard industry practices and legal requirements for groundwater protection in our hydraulic fracturing activities. Nonetheless, if new or more stringent federal, state, or local legal restrictions relating to the hydraulic fracturing process are adopted in areas where we operate, we could incur potentially significant added costs to comply with such requirements, experience delays or curtailment in the pursuit of exploration, development, or production activities, and perhaps even be precluded from drilling wells.

In addition, certain governmental reviews are either underway or being proposed that focus on environmental aspects of hydraulic fracturing practices. The White House Council on Environmental Quality is coordinating an administration-wide review of hydraulic fracturing practices, and a committee of the U.S. House of Representatives has conducted an investigation of hydraulic fracturing practices.

The EPA has commenced a study of the potential environmental effects of hydraulic fracturing on drinking water and groundwater, with final results expected to be released in late 2014. Moreover, the EPA is developing effluent limitations for the treatment and discharge of wastewater resulting from hydraulic fracturing activities and plans to propose these standards by 2014. Other governmental agencies, including the U.S. Department of Energy and the U.S. Department of the Interior, are evaluating various other aspects of hydraulic fracturing. These ongoing or proposed studies, depending on their degree of pursuit and any meaningful results obtained, could spur initiatives to further regulate hydraulic fracturing under the federal Safe Drinking Water Act or other regulatory mechanisms.

To our knowledge, there have been no citations, suits, or contamination of potable drinking water arising from our fracturing operations. We do not have insurance policies in effect that are intended to provide coverage for losses solely related to hydraulic fracturing operations; however, we believe our general liability and excess liability insurance policies would cover third party claims related to hydraulic fracturing operations and associated legal expenses in accordance with, and subject to, the terms of such policies.

Climate change legislation or regulations restricting emissions of "greenhouse gases" could result in increased operating costs and reduced demand for the oil, natural gas and natural gas liquids that we produce.

In December 2009, the EPA published its findings that emissions of greenhouse gases, or GHGs, present a danger to public health and the environment because emissions of such gases are, according to the EPA, contributing to warming of the Earth's atmosphere and other climatic conditions. Based on these findings, in 2010 the EPA adopted two sets of regulations that restrict emissions of GHGs under existing provisions of the federal Clean Air Act, including one that requires a reduction in emissions of GHGs from motor vehicles and another that requires certain construction and operating permit reviews for GHG emissions from certain large stationary sources. The stationary source final rule addresses the permitting of GHG emissions from stationary sources under the Clean Air Act Prevention of Significant Deterioration, or PSD, construction and Title V operating permit programs, pursuant to which these permit programs have been "tailored" to apply to certain stationary sources of GHG emissions in a multi-step process, with the largest sources first subject to permitting. In addition, EPA adopted rules requiring the monitoring and reporting of GHGs from certain sources, including, among others, onshore and offshore oil and natural gas production facilities. We are evaluating whether GHG emissions from our operations are subject to the GHG emissions reporting rule and expect to be able to comply with any applicable reporting obligations. Also, Congress has from time to time considered legislation to reduce emissions of GHGs, and almost one-half of the states already have taken legal measures to reduce emissions of GHGs, primarily through the planned development of GHG emission inventories and/or regional GHG cap and trade programs. The adoption of any legislation or regulations that require reporting of GHGs or otherwise restrict emissions of GHGs from our equipment and operations could require us to incur significant added costs to reduce emissions of GHGs or could adversely affect demand for the oil, natural gas and natural gas liquids, or NGLs, we produce. Finally, some scientists have concluded that increasing concentrations of GHGs in the Earth's atmosphere may produce climate change that could have significant physical effect, such as increased frequency and severity of storms, droughts, and floods and other climatic events; if such effects were to occur, they could have an adverse effect on our assets and operations.

Our estimated proved reserves are based on many assumptions that may turn out to be inaccurate. Any significant inaccuracies in these reserve estimates or underlying assumptions may materially affect the quantities and present value of our reserves.

Estimates of oil and natural gas reserves are inherently imprecise. The process of estimating oil and natural gas reserves is complex. It requires interpretations of available technical data and many

assumptions, including assumptions relating to economic factors. Any significant inaccuracies in these interpretations or assumptions could materially affect the estimated quantities and present value of reserves. To prepare our proved reserve estimates, we must project production rates and the timing of development expenditures. We must also analyze available geological, geophysical, production and engineering data. The extent, quality and reliability of this data can vary. The process also requires economic assumptions about matters such as oil, natural gas and NGL prices, drilling and operating expenses, capital expenditures, taxes and availability of funds.

Actual future production, oil, natural gas and NGL prices, revenues, taxes, development expenditures, operating expenses and quantities of recoverable oil and natural gas reserves most likely will vary from our estimates. Any significant variance could materially affect the estimated quantities and present value of our reserves. In addition, we may adjust estimates of proved reserves to reflect production history, results of exploration and development, prevailing oil, natural gas and NGL prices and other factors, many of which are beyond our control.

We must obtain governmental permits and approvals for our drilling operations, which can be a costly and time consuming process, which may result in delays and restrictions on our operations.

Regulatory authorities exercise considerable discretion in the timing and scope of specific permit issuance. Requirements imposed by these authorities may be costly and time consuming and may result in delays in the commencement or continuation of our exploration or production operations. For example, we are often required to prepare and present to federal, state, local or foreign authorities data pertaining to the effect or impact that proposed exploration for or production of oil or natural gas, pipeline construction, gas processing facilities and associated well production equipment may have on the environment. Further, the public may comment on and otherwise engage in the permitting process, including through intervention in the courts. Accordingly, the permits we need may not be issued, or if issued, may not be issued in a timely fashion, or may involve requirements that restrict our ability to conduct our operations or to do so profitably.

Our operations expose us to substantial costs and liabilities with respect to environmental matters.

Our oil and natural gas operations are subject to stringent federal, state, local and foreign laws and regulations governing the release of materials into the environment or otherwise relating to environmental protection. These laws and regulations may require the acquisition of a permit before drilling or midstream construction activities commence, restrict the types, quantities and concentration of substances that can be released into the environment in connection with our drilling and production activities, limit or prohibit drilling activities on certain lands lying within wilderness, wetlands and other protected areas, and impose substantial liabilities for pollution that may result from our operations. Failure to comply with these laws and regulations may result in the assessment of administrative, civil and criminal penalties, the imposition of investigatory or remedial obligations or injunctive relief. Under existing environmental laws and regulations, we could be held strictly liable for the removal or remediation of previously released materials or property contamination regardless of whether the release resulted from our operations, or our operations were in compliance with all applicable laws at the time they were performed. Changes in environmental laws and regulations occur frequently, and any changes that result in more stringent or costly waste handling, storage, transport, disposal or cleanup requirements could require us to make significant expenditures to maintain compliance, and may otherwise have a material adverse effect on our competitive position, financial condition and results of operations.

Derivatives reform could have an adverse impact on our ability to hedge risks associated with our business.

The Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank"), which was enacted in 2010, established a framework for the comprehensive regulation of the derivatives (or swaps) market. Since enactment of Dodd-Frank, the Commodity Futures Trading Commission, or CFTC, and the SEC have adopted regulations to implement this new regulatory regime which, for the most part, will be phased-in over the next year. Among other things, entities that enter into derivatives will be subject to position limits for certain futures, options and swaps, recordkeeping and reporting requirements and regulatory credit support. Although Dodd-Frank favors mandatory exchange trading and clearing, entities that enter into swaps to mitigate commercial risk, such as Magnum Hunter, may be exempt from the clearing mandate. Whether we are required to post collateral with respect to our derivative transactions will depend on our counterparty type, final rules to be adopted by the CFTC, SEC and the bank regulators, and how our activities fit within those rules. Many entities, including our counterparties, may be subject to significantly increased regulatory oversight and minimum capital requirements. These changes could materially alter the terms of our derivative contracts, reduce the availability of derivatives to protect against the risks we encounter, reduce our ability to monetize or restructure existing derivative contracts, and increase our exposure to less creditworthy counterparties. If we are required to post cash collateral, we could be required to divert cash away from our core business which could limit our ability to execute strategic hedges resulting in increased commodity price uncertainty and volatility in our cash flow. Although it is difficult to predict the aggregate effect of the new regulatory regime, the new regime could increase our costs, limit our ability to protect against risks and reduce liquidity, all of which could impact our cash flows and results of operations.

Acquired properties may not be worth what we pay due to uncertainties in evaluating recoverable reserves and other expected benefits, as well as potential liabilities.

Successful property acquisitions require an assessment of a number of factors beyond our control. These factors include exploration and development potential, future oil and natural gas prices, operating costs, and potential environmental and other liabilities. These assessments are complex and inherently imprecise. Our review of the properties we acquire may not reveal all existing or potential problems. In addition, our review may not allow us to fully assess the potential deficiencies of the properties. We do not typically inspect every well, and even when we inspect a well we may not discover structural, subsurface, or environmental problems that may exist or arise. We may not be entitled to contractual indemnification for pre-closing liabilities, including environmental liabilities, and our contractual indemnification may not be effective. Often, we acquire interests in properties on an "as is" basis with limited remedies for breaches of representations and warranties by the previous owners. If an acquired property is not performing as originally estimated, we may have an impairment which could have a material adverse effect on our financial position and future results of operations.

Our recent acquisitions and any future acquisitions may not be successful, may substantially increase our indebtedness and contingent liabilities, and may create integration difficulties.

As part of our business strategy, we have acquired and intend to continue to acquire businesses or assets we believe complement our existing operations and business plan. We may not be able to successfully integrate these acquisitions into our existing operations or achieve the desired profitability from such acquisitions. These acquisitions may require substantial capital expenditures and the incurrence of additional indebtedness which may change significantly our capitalization and results of operations. Further, these acquisitions could result in:

- post-closing discovery of material undisclosed liabilities of the acquired business or assets, title or other defects with respect to acquired assets, discrepancies in furnished financial statements or other information or breaches of representations made by the sellers;

the unexpected loss of key employees or customers from acquired businesses;

difficulties resulting from our integration of the operations, systems and management of the acquired business; and

an unexpected diversion of our management's attention from other operations.

If acquisitions are unsuccessful or result in unanticipated events, such as the post-closing discovery of the matters described above, or if we are unable to successfully integrate acquisitions into our existing operations, such acquisitions could adversely affect our financial condition, results of operations and cash flow. The process of integrating our operations could cause an interruption of, or loss of momentum in, the activities of our business. Members of our management may be required to devote considerable amounts of time to this integration process, which will decrease the time they will have to manage our existing business. If management is not able to effectively manage the integration process, or if any significant business activities are interrupted as a result of the integration process, our business could suffer.

We pursue acquisitions as part of our growth strategy and there are risks in connection with acquisitions.

Our growth has been attributable in part to acquisitions of producing properties and companies. We expect to continue to evaluate and, where appropriate, pursue acquisition opportunities on terms we consider favorable. However, we cannot assure you that suitable acquisition candidates will be identified in the future, or that we will be able to finance such acquisitions on favorable terms. In addition, we compete against other companies for acquisitions, and we cannot assure you that we will successfully acquire any material property interests. Further, we cannot assure you that future acquisitions by us will be integrated successfully into our operations or will increase our profits.

The successful acquisition of producing properties requires an assessment of numerous factors beyond our control, including, without limitation:

recoverable reserves;

exploration and development potential;

future oil and natural gas prices;

operating costs; and

potential environmental and other liabilities.

In connection with such an assessment, we perform a review of the subject properties that we believe to be generally consistent with industry practices. The resulting assessments are inexact and their accuracy uncertain, and such a review may not reveal all existing or potential problems, nor will it necessarily permit us to become sufficiently familiar with the properties to fully assess their merits and deficiencies within the time frame required to complete the transactions. Inspections may not always be performed on every well, and structural and environmental problems are not necessarily observable even when an inspection is made.

Additionally, significant acquisitions can change the nature of our operations and business depending upon the character of the acquired properties, which may be substantially different in operating and geologic characteristics or geographic location than our existing properties. While our current operations are primarily focused in the south Texas, West Virginia, Ohio, Kentucky, North Dakota and Saskatchewan regions, we may pursue acquisitions of properties located in other geographic areas.

Our current Eureka Hunter System gathering operations and the expected future expansion of these operations subject us to additional governmental regulations.

We are currently continuing the construction of our Eureka Hunter System, which provides or is anticipated to provide gas gathering services primarily in support of our Company-owned properties as well as other upstream producers' operations in West Virginia and Ohio. We have completed certain sections of the pipeline and anticipate further expansion of the pipeline in the future, which expansion will be determined by various factors, including the completion of construction, securing regulatory and governmental approvals, resolving any land management issues and connecting the pipeline to the producing sources of natural gas.

The construction, operation and maintenance of the Eureka Hunter System involve numerous regulatory, environmental, political and legal uncertainties beyond our control and require the expenditure of significant amounts of capital. There can be no assurance that our pipeline construction projects will be completed on schedule or at the budgeted cost, or at all. The operations of our gathering system are also subject to stringent and complex federal, state and local environmental laws and regulations. These laws and regulations can restrict or impact our business activities in many ways, including restricting the manner in which we dispose of substances, requiring remedial action to remove or mitigate contamination, and requiring capital expenditures to comply with control requirements. Failure to comply with these laws and regulations may trigger a variety of administrative, civil and criminal enforcement measures, including the assessment of monetary penalties, the imposition of remedial requirements, and the issuance of orders enjoining future operations. Certain environmental statutes impose strict, joint and several liability for costs required to clean up and restore sites where substances and wastes have been disposed or otherwise released. Moreover, there exists the possibility for neighboring landowners and other third parties to file claims for personal injury and property damage allegedly caused by the release of substances or wastes into the environment.

There is inherent risk of the incurrence of environmental costs and liabilities in our business due to our handling of natural gas and other petroleum products, air emissions related to our operations, historical industry operations including releases of substances into the environment, and waste disposal practices. For example, an accidental release from the Eureka Hunter System could subject us to substantial liabilities arising from environmental cleanup, restoration costs and natural resource damages, claims made by neighboring landowners and other third parties for personal injury and property damage, and fines or penalties for related violations of environmental laws or regulations. Moreover, the possibility exists that stricter laws, regulations or enforcement policies could significantly increase our compliance costs and the cost of any remediation that may become necessary. We may not be able to recover some or any of these costs from insurance.

The use of geoscience, petrophysical and engineering analyses and other technical or operating data to evaluate drilling prospects is uncertain and does not guarantee drilling success or recovery of economically producible reserves.

Our decisions to explore, develop and acquire prospects or properties targeting the Marcellus Shale, Utica Shale, Eagle Ford Shale, Bakken Shale, Pearsall Shale and other areas depend on data obtained through geoscientific, petrophysical and engineering analyses, the results of which can be uncertain. Even when properly used and interpreted, data from whole cores, regional well log analyses and 2-D and 3-D seismic data only assist our technical team in identifying hydrocarbon indicators and subsurface structures and estimating hydrocarbons in place. They do not allow us to know conclusively the amount of hydrocarbons in place and if those hydrocarbons are producible economically. In addition, the use of advanced drilling and completion technologies for the development of our unconventional resources, such as horizontal drilling and multi-stage fracture stimulations, requires greater expenditures than traditional development drilling strategies. Our ability to commercially recover and produce the hydrocarbons that we believe are in place and attributable to our properties

will depend on the effective use of advanced drilling and completion techniques, the scope of our drilling program (which will be directly affected by the availability of capital), drilling and production costs, availability of drilling and completion services and equipment, drilling results, lease expirations, regulatory approval and geological and mechanical factors affecting recovery rates. Our estimates of unproved reserves, estimated ultimate recoveries per well, hydrocarbons in place and resource potential may change significantly as development of our oil and gas assets provides additional data.

THE EXCHANGE OFFER

Purpose and Effect of the Exchange Offer

We issued $600 million aggregate principal amount of the outstanding notes, consisting of (i) $450 million aggregate principal amount of the original notes to the original initial purchasers on May 16, 2012, and (ii) $150 million aggregate principal amount of the add-on notes to the add-on initial purchasers on December 18, 2012, in transactions not registered under the Securities Act in reliance on exemptions from registration. After each issuance, the initial purchasers sold the outstanding notes to qualified institutional buyers and certain non-U.S. investors in reliance on Rule 144A and Regulation S under the Securities Act. Because the outstanding notes were sold pursuant to exemptions from registration, they are subject to transfer restrictions.

In connection with the issuances of the outstanding notes, we agreed with the initial purchasers that we would:

file a registration statement for the exchange offer (of which this prospectus is a part) to exchange the outstanding notes for publicly registered notes with identical terms;

use our commercially reasonable efforts to cause the registration statement to become effective under the Securities Act;

use our commercially reasonable efforts to keep the registration statement effective for 30 days (or longer, if required by applicable law) after the date notice of the exchange offer is mailed to holders of the outstanding notes; and

use our commercially reasonable efforts to consummate the exchange offer not later than May 15, 2013.

Our failure to comply with these agreements within certain time periods would result in additional interest being due on the outstanding notes.

Under existing interpretations of the SEC contained in several no-action letters to third parties, the exchange notes and the related guarantees will be freely transferable by holders thereof (other than our affiliates) without further registration under the Securities Act; provided, however, that each holder that wishes to exchange its outstanding notes for exchange notes will be required to represent (i) that any exchange notes to be received by it will be acquired in the ordinary course of its business, (ii) that, at the time of the commencement of the exchange offer, it had and at the time of exchange it had no arrangement or understanding with any person to participate in the distribution (within the meaning of Securities Act) of the applicable exchange notes in violation of the Securities Act, (iii) that it is not an "affiliate" (as defined in Rule 405 promulgated under Securities Act) of ours, (iv) if such holder is not a broker dealer, that it is not engaged in, and does not intend to engage in, the distribution of exchange notes and (v) if such holder is a broker dealer (a "participating broker dealer") that will receive exchange notes for its own account in exchange for notes that were acquired as a result of market-making or other trading activities, that it will deliver a prospectus in connection with any resale of such exchange notes. We will agree to make available, during the period required by the Securities Act, a prospectus meeting the requirements of the Securities Act for use by participating broker dealers and other persons, if any, with similar prospectus delivery requirements for use in connection with any resale of exchange notes.

As a result of the filing and effectiveness of the registration statement of which this prospectus is a part, we will not be required to pay additional interest on the outstanding notes unless we either fail to timely consummate the exchange offer or fail to maintain the effectiveness of the registration statement to the extent we have agreed to do so. Following the closing of the exchange offer, holders of the outstanding notes not tendered will not have any further registration rights except in limited circumstances requiring the filing of a shelf registration statement, and the outstanding notes will

continue to be subject to restrictions on transfer. Accordingly, the liquidity of the market for the outstanding notes will be adversely affected.

Each broker-dealer that receives exchange notes for its own account in exchange for outstanding notes, where such outstanding notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. See "Plan of Distribution."

Terms of the Exchange Offer

Upon the terms and subject to the conditions stated in this prospectus and in the letter of transmittal, we will accept all outstanding notes properly tendered and not withdrawn before 5:00 p.m., New York City time, on the expiration date. After authentication of the exchange notes by the authenticating agent, we will issue $1,000 principal amount of the exchange notes in exchange for each $1,000 principal amount of the outstanding notes accepted in the exchange offer (provided, however, that you may tender outstanding notes only in a minimum denomination of $2,000 or an integral multiple of $1,000 in excess thereof).

By tendering the outstanding notes for exchange notes in the exchange offer and signing or agreeing to be bound by the letter of transmittal, you will represent to us that:

- you will acquire the exchange notes you receive in the exchange offer in the ordinary course of your business;
- you have no arrangement or understanding with any person to participate in the distribution (within the meaning of Securities Act) of the applicable exchange notes in violation of the Securities Act;
- you are not an affiliate of ours;
- if you are not a broker-dealer, that you are not engaged in and do not intend to engage in the distribution of the exchange notes; and
- if you are a broker-dealer that will receive exchange notes for your own account in exchange for outstanding notes that were acquired as a result of market-making or other trading activities, that you will deliver a prospectus, as required by law, in connection with any resale of those exchange notes.

Broker-dealers that are receiving exchange notes for their own account must have acquired the outstanding notes as a result of market-making or other trading activities in order to participate in the exchange offer. Each broker-dealer that receives exchange notes for its own account under the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes. The letter of transmittal states that, by so acknowledging and by delivering a prospectus, a broker-dealer will not be admitting that it is an "underwriter" within the meaning of the Securities Act. We will be required to allow broker-dealers to use this prospectus following the exchange offer in connection with the resale of exchange notes received in exchange for outstanding notes acquired by broker-dealers for their own account as a result of market-making or other trading activities. If required by applicable securities laws, we will, upon written request, make this prospectus available to any broker-dealer for use in connection with a resale of exchange notes. See "Plan of Distribution."

The exchange notes will evidence the same debt as the outstanding notes and will be issued under and entitled to the benefits of the same indenture. The form and terms of the exchange notes to be

issued in the exchange offer are the same as the form and terms of the outstanding notes except that the exchange notes will be registered under the Securities Act and, accordingly,

will not contain certain restrictions with respect to their transfer;

will not be subject to provisions relating to additional interest;

will bear a different CUSIP or ISIN number from the outstanding notes; and

will not entitle the holders to registration rights.

As of the date of this prospectus, $600 million aggregate principal amount of the previously issued 9.750% Senior Notes due 2020 are outstanding. In connection with the issuance of the outstanding notes, we arranged for the outstanding notes to be issued and transferable in book-entry form through the facilities of DTC, acting as depository. The exchange notes will also be issuable and transferable in book-entry form through DTC.

This prospectus, together with the accompanying letter of transmittal, is initially being sent to all registered holders of the outstanding notes as of the close of business on [ ], 2013. We intend to conduct the exchange offer as required by the Exchange Act, and the rules and regulations of the SEC under the Exchange Act, including Rule 14e-1, to the extent applicable.

Rule 14e-1 describes unlawful tender offer practices under the Exchange Act. This rule requires us, among other things:

to hold our exchange offer open for 20 business days;

to give at least ten business days' notice of certain changes in the terms of this offer as specified in Rule 14e-1(b); and

to issue a press release in the event of an extension of the exchange offer.

The exchange offer is not conditioned upon any minimum aggregate principal amount of the outstanding notes being tendered, and holders of the outstanding notes do not have any appraisal or dissenters' rights under the Delaware General Corporation Law or under the indenture in connection with the exchange offer. We shall be considered to have accepted the outstanding notes tendered according to the procedures in this prospectus when, as and if we have given written notice of acceptance to the exchange agent. See "−Exchange Agent." The exchange agent will act as agent for the tendering holders for the purpose of receiving exchange notes from us and delivering exchange notes to those holders.

If any tendered outstanding notes are not accepted for exchange because of an invalid tender or the occurrence of other events described in this prospectus, these unaccepted outstanding notes will be returned, at our cost, into the holder's account at DTC according to the procedures described below, promptly after the expiration date.

Holders who tender outstanding notes in the exchange offer will not be required to pay brokerage commissions or fees or, subject to the instructions in the letter of transmittal, transfer taxes related to the exchange of the outstanding notes in the exchange offer. We will pay all charges and expenses, other than applicable taxes, in connection with the exchange offer. See "−Fees and Expenses."

Neither we nor our board of directors makes any recommendation to holders of the outstanding notes as to whether to tender or refrain from tendering all or any portion of their outstanding notes in the exchange offer. Moreover, no one has been authorized to make any such recommendation. Holders of the outstanding notes must make their own decision whether to tender in the exchange offer and, if so, the amount of the outstanding notes to tender after reading this prospectus and the letter of transmittal and consulting with their advisors, if any, based on their own financial position and requirements.

Expiration Date; Extensions; Amendments

The term "expiration date" shall mean 5:00 p.m., New York City time, on [ ], 2013, unless we, in our sole discretion, extend the exchange offer, in which case the term "expiration date" shall mean the latest date to which the exchange offer is extended.

If any of the conditions described below under "−Conditions" has not been satisfied, we reserve the right, in our sole discretion:

to extend the exchange offer, or

to terminate the exchange offer,

by giving written notice of such extension or termination to the exchange agent, which notice will disclose the number of outstanding notes tendered as of the date of such notice in compliance with Rule 14e-1(d). Subject to the terms of the registration rights agreements, we also reserve the right to amend the terms of the exchange offer in any manner.

Any delay in acceptance, termination, extension or amendment will be followed promptly by written notice to the exchange agent and by making a public announcement. Any public announcement in the case of an extension of the exchange offer will be issued no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date. If the exchange offer is amended in a manner determined by us to constitute a material change, including the waiver of a material condition, we will promptly disclose the amendment in a manner reasonably calculated to inform the holders of the amendment. We will also extend the exchange offer for a period of at least five business days, as required by applicable law, depending upon the significance of the change and the manner of disclosure to the holders, if the exchange offer would otherwise expire during that extended period.

Without limiting the manner in which we may choose to make public announcements of any delay in acceptance, termination, extension, or amendment of the exchange offer, we shall have no obligation to publish, advise, or otherwise communicate any public announcement, other than by making a timely release to Marketwire.

You are advised that we may extend the exchange offer because some of the holders of the outstanding notes do not tender on a timely basis. In order to give these noteholders the ability to participate in the exchange and to avoid the significant reduction in liquidity associated with holding an unexchanged note, we may elect to extend the exchange offer.

Procedures for Tendering

All of the outstanding notes were issued in book-entry form, and all of the outstanding notes are currently represented by global certificates held for the account of DTC.

We understand that the exchange agent will make a request promptly after the date of the prospectus to establish accounts for the outstanding notes at DTC for the purpose of facilitating the exchange offer, and subject to their establishment, any financial institution that is a participant in DTC may make book-entry delivery of the outstanding notes by causing DTC to transfer the outstanding notes into the exchange agent's account for the exchange notes using DTC's procedures for transfer.

In order to transfer outstanding notes held in book-entry form with DTC, the exchange agent must receive, before 5:00 p.m., New York City time, on the expiration date, at its address set forth in this prospectus,

a confirmation of book-entry transfer of outstanding notes into the exchange agent's account at DTC, which is referred to in this prospectus as a "book-entry confirmation," and:

a properly completed and validly executed letter of transmittal, or manually signed facsimile thereof, together with any signature guarantees and other documents required by the instructions in the letter of transmittal; or

an agent's message transmitted pursuant to ATOP.

The exchange agent and DTC have confirmed that the exchange offer is eligible for ATOP. Accordingly, DTC participants may electronically transmit their acceptance of the exchange offer by causing DTC to transfer outstanding notes held in book-entry form to the exchange agent in accordance with DTC's ATOP procedures for transfer. DTC will then send a book-entry confirmation, including an agent's message, to the exchange agent.

The term "agent's message" means a message transmitted by DTC, received by the exchange agent and forming part of the book-entry confirmation, which states that DTC has received an express acknowledgment from the participant in DTC tendering outstanding notes that are the subject of that book-entry confirmation that the participant has received and agrees to be bound by the terms of the letter of transmittal, and that we may enforce such agreement against such participant. If you use ATOP procedures to tender outstanding notes, you will not be required to deliver a letter of transmittal to the exchange agent, but you will be bound by its terms as if you had signed it.

There is no procedure for guaranteed late delivery of the exchange notes.

Each broker-dealer that receives exchange notes for its own account in exchange for outstanding notes, where such outstanding notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. See "Plan of Distribution."

Acceptance of Outstanding Notes for Exchange; Issuance of Exchange Notes

Upon the terms and subject to the conditions of the exchange offer, we will accept, promptly after the expiration time, all outstanding notes properly tendered. We will issue the exchange notes promptly after acceptance of the outstanding notes. For purposes of an exchange offer, we will be deemed to have accepted properly tendered outstanding notes for exchange when, as and if we have given written notice to the exchange agent.

For each outstanding note accepted for exchange, the holder will receive an exchange note registered under the Securities Act having a principal amount equal to that of the surrendered outstanding note. As a result, registered holders of exchange notes issued in the exchange offer on the relevant record date for the first interest payment date following the completion of the exchange offer will receive interest accruing from the most recent date to which interest has been paid on the outstanding notes or, if no interest has been paid on the outstanding notes, from original issue date of the outstanding notes. Outstanding notes that we accept for exchange will cease to accrue interest from and after the date of completion of the exchange offer.

Return of Outstanding Notes Not Accepted or Exchanged

If we do not accept any tendered outstanding notes for exchange or if outstanding notes are submitted for a greater principal amount than the holder desires to exchange, the unaccepted or non-exchanged outstanding notes will be returned without expense to their tendering holder. Such

non-exchanged outstanding notes will be credited to an account maintained with DTC. These actions will occur promptly after the expiration or termination of the exchange offer.

Determinations of Validity

All questions as to the validity, form, eligibility, including time of receipt, acceptance and withdrawal of the tendered outstanding notes will be determined by us in our sole discretion. This determination will be final and binding. We reserve the absolute right to reject any and all outstanding notes not properly tendered or any outstanding notes our acceptance of which would, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive any irregularities or conditions of tender as to particular outstanding notes. Our interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of outstanding notes must be cured within the time we shall determine. Although we intend to notify holders of defects or irregularities related to tenders of outstanding notes, neither we, the exchange agent nor any other person shall be under any duty to give notification of defects or irregularities related to tenders of outstanding notes nor shall we or any of them incur liability for failure to give notification. Tenders of outstanding notes will not be considered to have been made until the irregularities have been cured or waived. Any outstanding notes received by the exchange agent that we determine are not properly tendered or the tender of which is otherwise rejected by us and as to which the defects or irregularities have not been cured or waived by us will be returned by the exchange agent to the tendering holder (unless otherwise provided in the letter of transmittal), promptly after the expiration date.

Withdrawal of Tenders

Except as otherwise provided in this prospectus, tenders of outstanding notes may be withdrawn at any time before 5:00 p.m., New York City time, on the expiration date. To withdraw a tender of outstanding notes in the exchange offer:

a written or facsimile transmission of a notice of withdrawal must be received by the exchange agent at its address listed below before 5:00 p.m., New York City time, on the expiration date; or

you must comply with the appropriate procedures of ATOP.

Any notice of withdrawal must:

specify the name of the person having deposited the outstanding notes to be withdrawn;

identify the outstanding notes to be withdrawn, including the principal amount of the outstanding notes or, in the case of the outstanding notes transferred by book-entry transfer, the name and number of the account at the depository to be credited;

be signed by the same person and in the same manner as the original signature on the letter of transmittal by which the outstanding notes were tendered, including any required signature guarantee, or be accompanied by documents of transfer sufficient to permit the trustee for the outstanding notes to register the transfer of the outstanding notes into the name of the person withdrawing the tender; and

specify the name in which any of these outstanding notes are to be registered, if different from that of the person who deposited the outstanding notes to be withdrawn.

All questions as to the validity, form and eligibility, including time of receipt, of the withdrawal notices will be determined by us in our sole discretion, and our determination shall be final and binding on all parties. Any outstanding notes so withdrawn will be judged not to have been tendered according to the procedures in this prospectus for purposes of the exchange offer, and no exchange notes will be issued in exchange for those outstanding notes unless the outstanding notes so withdrawn

are validly retendered. Any outstanding notes that have been tendered but are not accepted for exchange will be returned by transfer into the holder's account at DTC according to the procedures described above. This return or crediting will take place promptly after withdrawal, rejection of tender or termination of the exchange offer. Properly withdrawn outstanding notes may be retendered by following one of the procedures described above under "−Procedures for Tendering" at any time before the expiration date.

Conditions

We will not be required to accept for exchange, or exchange any exchange notes for, any outstanding notes if the exchange offer, or the making of any exchange by a holder of outstanding notes, would violate applicable law or any applicable interpretation of the staff of the SEC. Similarly, we may terminate the exchange offer as provided in this prospectus before accepting outstanding notes for exchange in the event of such a potential violation.

In addition, we will not be obligated to accept for exchange the outstanding notes of any holder that has not made to us the representations described under "−Terms of the Exchange Offer" and such other representations as may be reasonably necessary under applicable SEC rules, regulations or interpretations to allow us to use an appropriate form to register the exchange notes under the Securities Act.

We expressly reserve the right to amend or terminate the exchange offer, and to reject for exchange any outstanding notes not previously accepted for exchange, upon the occurrence of any of the conditions to the exchange offer specified above. We will give prompt written notice of any extension, amendment, non-acceptance or termination to the holders of the outstanding notes as promptly as practicable.

These conditions are for our sole benefit, and we may assert them or waive them in whole or in part at any time or at various times in our sole discretion. If we fail at any time to exercise any of these rights, this failure will not mean that we have waived our rights. Each such right will be deemed an ongoing right that we may assert at any time or at various times.

In addition, we will not accept for exchange any outstanding notes tendered, and will not issue exchange notes in exchange for any such outstanding notes, if at such time any stop order has been threatened or is in effect with respect to the registration statement of which this prospectus constitutes a part or the qualification of the indenture relating to the exchange notes under the Trust Indenture Act of 1939.

Exchange Agent

Citibank, N.A., the paying agent, registrar and authenticating agent under the indenture, has been appointed as exchange agent for the exchange offer. In this capacity, the exchange agent has no fiduciary duties and will be acting solely on the basis of our directions. Requests for assistance should be directed to the exchange agent by mail addressed as follows:

By Registered or Certified Mail, Hand Delivery or Overnight Courier:

Citibank, N.A.
Agency & Trust
388 Greenwich St., 14th Floor
New York, NY 10013
Attention: Magnum Hunter Senior Notes due 2020

By Facsimile Transmission: (714) 845-4107
(for eligible institutions only)
To Confirm by Telephone or for Information: (714) 845-4102

Fees and Expenses

We will bear the expenses of soliciting holders of outstanding notes to determine if such holders wish to tender those outstanding notes for exchange notes. The principal solicitation under the exchange offer is being made by mail. Additional solicitations may be made by our officers and regular employees and our affiliates in person, by telegraph, telephone or telecopier.

We have not retained any dealer-manager in connection with the exchange offer and will not make any payments to brokers, dealers or other persons soliciting acceptances of the exchange offer. We, however, will pay the exchange agent reasonable and customary fees for its services and will reimburse the exchange agent for its reasonable out-of-pocket costs and expenses in connection with the exchange offer and will indemnify the exchange agent for all losses and claims incurred by it as a result of the exchange offer. We may also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this prospectus, letters of transmittal and related documents to the beneficial owners of the outstanding notes and in handling or forwarding tenders for exchange.

We will pay the expenses to be incurred in connection with the exchange offer, including fees and expenses of the exchange agent and trustee and accounting and legal fees and printing costs.

You will not be obligated to pay any transfer tax in connection with the exchange, except if you instruct us to register exchange notes in the name of, or request that outstanding notes not tendered or not accepted in the exchange offer be returned to, a person other than you, in which event you will be responsible for the payment of any applicable transfer tax.

Federal Income Tax Consequences

We believe that the exchange offer of the outstanding notes will not constitute a taxable exchange for U.S. federal income tax purposes. See "United States Federal Income Tax Considerations."

Accounting Treatment

The exchange notes will be recorded at the same carrying value as the outstanding notes as reflected in our accounting records on the date of the exchange. Accordingly, no gain or loss for accounting purposes will be recognized by us upon the closing of the exchange offer. We will amortize the expenses of the exchange offer over the term of the exchange notes.

Participation in the Exchange Offer; Untendered Outstanding Notes

Participation in the exchange offer is voluntary. Holders of outstanding notes are urged to consult their financial and tax advisors in making their own decisions on what action to take.

As a result of the making of, and upon acceptance for exchange of all of the outstanding notes tendered under the terms of, the exchange offer, we will have fulfilled a covenant contained in the terms of the registration rights agreements. Holders of outstanding notes who do not tender in the exchange offer will continue to hold their outstanding notes and will be entitled to all the rights, and subject to the limitations, applicable to the outstanding notes under the indenture. Holders of outstanding notes will no longer be entitled to any rights under the registration rights agreements that by its terms terminates or ceases to have further effect as a result of the making of this exchange offer. See "Description of the Exchange Notes." All untendered outstanding notes will continue to be subject

to the restrictions on transfer described in the indenture. To the extent the outstanding notes are tendered and accepted, there will be fewer outstanding notes remaining following the exchange, which could significantly reduce the liquidity of the untendered outstanding notes.

We may in the future seek to acquire our untendered outstanding notes in the open market or through privately negotiated transactions, through subsequent exchange offers or otherwise. We intend to make any acquisitions of the outstanding notes following the applicable requirements of the Securities Exchange Act of 1934, and the rules and regulations of the SEC under the Securities Exchange Act of 1934, including Rule 14e-1, to the extent applicable. We have no present plan to acquire any outstanding notes that are not tendered in the exchange offer or to file a registration statement to permit resales of any outstanding notes that are not tendered in the exchange offer, except in those circumstances in which we may be obligated to file a shelf registration statement.

USE OF PROCEEDS

The exchange offer is intended to satisfy our obligations under the registration rights agreements. We will not receive any proceeds from the issuance of the exchange notes in the exchange offer. Because we are exchanging the outstanding notes for the exchange notes, which have substantially identical terms, the issuance of the exchange notes will not result in any increase in our indebtedness.

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RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratio of earnings to fixed charges for the periods indicated. The ratio of earnings to fixed charges is computed by dividing fixed charges into earnings from continuing operations before income tax and extraordinary items plus fixed charges. For the purposes of computing the ratio of earnings to fixed charges, earnings consist of pretax income (loss) from continuing operations plus fixed charges.

	Nine Months Ended September 30, 2012 As Adjusted(2)	Nine Months Ended September 30, 2012	Years Ended December 31,				
			2011	2010	2009	2008	2007
	(in thousands)	(in thousands)	(in thousands)				
Fixed Charges:							
Interest Charges	$ 47,143	$ 39,556	$ 12,004	$ 3,593	$ 2,691	$ 2,361	$ 722
Series A Convertible Preferred Units of Eureka Hunter Holdings, LLC, cumulative distribution rate of 8.0%	$ 5,086	$ 5,086	$ –	$ –	$ –	$ –	$ –
Total Fixed Charges	$ 52,229	$ 44,642	$ 12,004	$ 3,593	$ 2,691	$ 2,361	$ 722
Loss Before Taxes and Non-controlling Interest	$ (74,821)	$ (67,234)	$(77,108)	$(22,128)	$(15,633)	$(11,109)	$(5,916)
Fixed Charges (Calculated Above)	$ 52,229	$ 44,642	$ 12,004	$ 3,593	$ 2,691	$ 2,361	$ 722
Earnings	$ (22,592)	$ (22,592)	$(65,104)	$(18,535)	$(12,942)	$ (8,748)	$(5,194)
Ratio of Earnings to Fixed Charges with Preferred Dividend(1)	**–(9)**	**–(8)**	**–(7)**	**–(6)**	**–(5)**	**–(4)**	**–(3)**

(1) For purposes of determining the ratio of earnings to fixed charges, earnings are defined as income from continuing operations before income taxes and non-controlling interest, plus fixed charges and amortization of capitalized interest, less capitalized interest. Fixed charges consist of interest incurred (whether expensed or capitalized), amortization of deferred financing costs and an estimate of the interest within rental expense. All reported periods of the calculation of the ratio of earnings to fixed charges exclude discontinued operations.

(2) The Nine Months Ended September 30, 2012, As Adjusted, has been prepared assuming (1) our acquisition of Virco for consideration consisting in part of 2,774,850 depositary shares each representing 1/1000th of a share of our Series E Preferred Stock; (2) the issuance in a public offering of 1,000,000 depositary shares each representing 1/1000th of a share of our Series E Preferred Stock; and (3) the issuance of $150.0 million of new notes in the offering closed December 14, 2012, and the application of the approximately $149.3 million in net proceeds therefrom to repay our senior credit facility had been consummated on January 1, 2012.

(3) Earnings were inadequate to cover fixed charges for the year ended December 31, 2007 by $5.9 million

(4) Earnings were inadequate to cover fixed charges for the year ended December 31, 2008 by $11.1 million

(5) Earnings were inadequate to cover fixed charges for the year ended December 31, 2009 by $15.6 million

(6) Earnings were inadequate to cover fixed charges for the year ended December 31, 2010 by $22.1 million

(7) Earnings were inadequate to cover fixed charges for the year ended December 31, 2011 by $77.1 million

(8) Earnings were inadequate to cover fixed charges for the nine months ended September 30, 2012 by $67.2 million

(9) Earnings were inadequate to cover fixed charges for the nine months ended September 30, 2012 by $74.8 million

DESCRIPTION OF THE EXCHANGE NOTES

You can find the definitions of certain terms used in this description under the subheading "−Certain Definitions." Terms used in this description but not defined below under the subheading "−Certain Definitions" have the meanings assigned to them in the Indenture.

In this description, (i) the term "Issuer" refers only to Magnum Hunter Resources Corporation, a Delaware corporation, and not to any of its Subsidiaries and (ii) the terms "we," "our" and "us" each refer to the Issuer and its Subsidiaries. The Issuer previously issued $600,000,000 aggregate principal amount of 9.750% Senior Notes due 2020, consisting of (i) $450,000,000 aggregate principal amount of 9.750% Senior Notes due 2020 issued on May 16, 2012 (the "original notes"), and (ii) $150,000,000 aggregate principal amount of 9.750% Senior Notes due 2020 issued on December 18, 2012 (the "add-on notes" and, together with the original notes, the "outstanding notes"). The outstanding notes were issued under an Indenture dated as of May 16, 2012, as supplemented (the "Indenture"), among the Issuer, the Guarantors and Wilmington Trust, National Association, as trustee. The exchange notes will also be issued under the Indenture. The terms of the exchange notes will be substantially identical to the outstanding notes, except that the exchange notes will be registered under the Securities Act, will not bear restrictive legends restricting their transfer under the Securities Act and will not contain provisions relating to an increase in any interest rate in connection with the outstanding notes under circumstances related to the timing of the exchange offer. Unless expressly stated or the context otherwise requires, references to the "notes" in this "Description of the Exchange Notes" section means the outstanding notes and the exchange notes.

The following description is a summary of the material provisions of the Indenture, as supplemented. It does not restate the Indenture in its entirety. We urge you to read the Indenture because it, and not this description, defines your rights as holders of the notes. A copy of the Indenture, including forms of the notes, is attached as Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on May 16, 2012. As of the date hereof, the Indenture has been supplemented by the First Supplemental Indenture, dated October 18, 2012, and the Second Supplemental Indenture, dated December 13, 2012, attached hereto as Exhibits 4.6.1 and 4.6.2, respectively.

The registered holder of a note is treated as the owner of it for all purposes. Only registered holders will have rights under the Indenture.

Brief Description of the Notes and the Note Guarantees

The Notes

The notes are:

general unsecured obligations of the Issuer;

pari passu in right of payment with all existing and future senior Indebtedness of the Issuer, including obligations under the MHR Senior Revolving Credit Facility;

effectively subordinated to all existing and future senior secured Indebtedness incurred from time to time by the Issuer, including obligations under the MHR Senior Revolving Credit Facility, to the extent of the value of the assets securing such Indebtedness;

senior in right of payment to any subordinated Indebtedness of the Issuer;

unconditionally guaranteed by the Guarantors;

structurally subordinated to any liabilities of any of the Issuer's Subsidiaries that do not guarantee the notes; and

subject to registration with the SEC pursuant to the Registration Rights Agreements.

The Note Guarantees

The notes are guaranteed by all of the Restricted Subsidiaries (which include all of the Issuer's Domestic Subsidiaries that are guarantors under a Credit Facility pursuant to clause (1) of the second paragraph of the covenant described under the caption "Certain Covenants−Incurrence of Indebtedness and Issuance of Preferred Stock").

Each of the Guarantors' guarantee of the notes is:

a general unsecured obligation of such Guarantor;

pari passu in right of payment with all existing and future senior Indebtedness of such Guarantor, including its guarantee of the MHR Senior Revolving Credit Facility;

effectively subordinated to all existing and future senior secured Indebtedness incurred from time to time by such Guarantor, including its guarantee of the MHR Senior Revolving Credit Facility, to the extent of the value of the assets securing such Indebtedness;

structurally subordinated to any liabilities of any of the Issuer's Subsidiaries' direct and indirect parents that do not guarantee the notes; and

senior in right of payment to any subordinated Indebtedness of such Guarantor.

Not all of the Issuer's Subsidiaries are Guarantors. Any Guarantor may be released from time to time from its Note Guarantees in the circumstances described under "−Note Guarantees." In addition, under the circumstances described below under the caption "−Certain Covenants−Designation of Restricted and Unrestricted Subsidiaries," the Issuer is permitted to designate certain of its Subsidiaries as "Unrestricted Subsidiaries." The Issuer's Unrestricted Subsidiaries are not subject to any of the restrictive covenants in the Indenture and do not guarantee the notes. Eureka Hunter Holdings, LLC, Eureka Hunter Pipeline, LLC, Eureka Hunter Land, LLC, Energy Hunter Securities, Inc., Magnum Hunter Midstream, LLC, Magnum Hunter Services, LLC, MHR Callco Corporation, MHR Exchangeco Corporation, Triad Hunter Gathering, LLC, TransTex Hunter, LLC (formerly known as TransTex Gas Services, LLC), Sentra Corporation, Williston Hunter Canada, Inc. (formerly known as Nuloch Resources Inc.) and 54NG, LLC are Unrestricted Subsidiaries as of the date hereof. In the event of a bankruptcy, liquidation or reorganization of any of our non-guaranteeing Subsidiaries, such Subsidiaries will pay the holders of their debt and their trade creditors before they will be able to distribute any of their assets to us.

For the nine months ended September 30, 2012, the non-guarantor Subsidiaries of the Issuer generated 19% of the Issuer's consolidated net revenue and 18% of the Issuer's consolidated loss from operations. In addition, at September 30, 2012, the non-guarantor Subsidiaries of the Issuer held 24% of the Issuer's consolidated assets and 14% of the Issuer's consolidated liabilities.

Ranking

The notes are effectively subordinated to all existing and future senior secured Indebtedness incurred from time to time by the Issuer and the Guarantors, to the extent of the value of the assets securing such Indebtedness, and structurally subordinated to all indebtedness and other liabilities of all of its Subsidiaries that do not guarantee the notes. As of September 30, 2012, on an as adjusted basis after giving effect to the Recent Transactions, the Issuer and the Guarantors had remaining capacity to incur an additional $196.8 million under the MHR Senior Revolving Credit Facility, all of which would have been Secured Indebtedness. Borrowings under the MHR Senior Revolving Credit Facility are secured by substantially all of the Issuer's and the Guarantors' assets and, consequently, will rank effectively senior to the notes to the extent of the value of the assets securing such Indebtedness. See "Risk Factors−Risks

Related to the Exchange Notes and the Related Guarantees−The exchange notes will be unsecured and will be effectively subordinated to our and our guarantors' future secured debt and indebtedness of non-guarantor subsidiaries."

Principal, Maturity and Interest

The Issuer is offering up to $600 million in aggregate principal amount of exchange notes in this exchange offer. The Issuer may issue additional notes under the Indenture from time to time. Any issuance of additional notes is subject to all of the covenants in the Indenture, including the covenant described below under the caption "−Certain Covenants−Incurrence of Indebtedness and Issuance of Preferred Stock." Any further additional notes subsequently issued under the Indenture will be treated as a single class with the outstanding notes and the exchange notes for all purposes under the Indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase, and will be fungible with the original notes to the extent set forth in the applicable supplemental indenture. The Issuer will issue notes in denominations of $2,000 and integral multiples of $1,000 in excess of $2,000. The notes will mature on May 15, 2020.

Interest on the notes accrues at the rate of 9.750% per annum and is payable semi-annually in arrears on May 15 and November 15, with the next payment being due on May 15, 2013. Interest on overdue principal and interest, if any, accrues at a rate that is 1% higher than the then applicable interest rate on the notes. The Issuer will make each interest payment to the holders of record on the immediately preceding May 1 and November 1 of each year.

Interest on the notes accrues from the date of original issuance thereof or, if interest has already been paid, from the date it was most recently paid. Interest is computed on the basis of a 360-day year comprised of twelve 30-day months.

Paying Agent and Registrar for the Notes

Citibank, N.A. is paying agent and registrar. The Issuer may change the paying agent or registrar without prior notice to the holders of the notes, and the Issuer or any of the Guarantors may act as paying agent or registrar.

Transfer and Exchange

A holder may transfer or exchange notes in accordance with the provisions of the Indenture. The registrar and the trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents in connection with a transfer of notes. Holders will be required to pay all taxes due on transfer or exchange. The Issuer will not be required to transfer or exchange any note selected for redemption. Also, the Issuer will not be required to transfer or exchange any note for a period of 15 days before a selection of notes to be redeemed or between a record date and the next succeeding interest payment date.

Note Guarantees

The notes are guaranteed by all of the domestic Restricted Subsidiaries that guarantee the Issuer's obligations under the MHR Senior Revolving Credit Facility (collectively, the "Guarantors"). In the future, all Domestic Subsidiaries of the Issuer that guarantee the Issuer's obligations under any Credit Facility incurred pursuant to clause (1) of the second paragraph of the covenant described below under the caption "−Certain Covenants−Incurrence of Indebtedness and Issuance of Preferred Stock," including the MHR Senior Revolving Credit Facility or other capital markets Indebtedness, will be required to guarantee the notes under the circumstances described under "−Certain Covenants−Additional Note Guarantees," unless the Issuer designates any such subsidiary to be an Unrestricted Subsidiary in accordance with the terms of the Indenture. These Note Guarantees will be joint and several obligations of the Guarantors. The obligations of each Guarantor under its Note Guarantee will be limited as necessary to prevent that Note Guarantee from constituting a fraudulent conveyance under applicable law, although this limitation may not be effective to prevent the Note Guarantees from being voided in bankruptcy. See "Risk Factors−Risks Related to the Exchange Notes and the

Related Guarantees−Federal and state statutes allow courts, under specific circumstances to void notes and adversely affect the validity and enforceability of the guarantees and require noteholders to return payments received."

The Note Guarantee of a Guarantor will be released without the consent of any noteholders:

(1) in connection with any sale or other disposition of all or substantially all of the properties or assets of that Guarantor, by way of merger, consolidation or otherwise, to a Person that is not (either before or after giving effect to such transaction) the Issuer or any Restricted Subsidiary, if the sale or other disposition does not violate the "Asset Sale" provisions of the Indenture;

(2) in connection with any sale or other disposition of the Capital Stock of that Guarantor to a Person that is not (either before or after giving effect to such transaction) the Issuer or any Restricted Subsidiary, if the sale or other disposition does not violate the "Asset Sale" provisions of the Indenture and the Guarantor ceases to be a Restricted Subsidiary as a result of the sale or other disposition;

(3) if the Issuer designates any Restricted Subsidiary that is a Guarantor to be an Unrestricted Subsidiary in accordance with the applicable provisions of the Indenture;

(4) if the Indebtedness which resulted in the obligations to Guarantee the notes pursuant to the covenant described under "Certain Covenants−Additional Note Guarantees" is repaid;

(5) upon the liquidation or dissolution of any Guarantor that does not constitute a Default or Event of Default;

(6) in the case of any Restricted Subsidiary which after the date of the Indenture is required to guarantee the notes pursuant to the covenant described under the caption "Certain Covenants−Additional Note Guarantees," the release or discharge of the guarantee by such Restricted Subsidiary of all of the Indebtedness of the Issuer or any Guarantor or the repayment of all of the Indebtedness which resulted in the obligation to guarantee the notes; or

(7) upon legal defeasance, covenant defeasance or satisfaction and discharge of the Indenture as provided below under the captions "−Legal Defeasance and Covenant Defeasance" and "−Satisfaction and Discharge."

See "−Repurchase at the Option of Holders−Asset Sales."

Optional Redemption

At any time prior to May 15, 2015, the Issuer may on any one or more occasions redeem up to 35% of the aggregate principal amount of notes issued (including the outstanding notes, the exchange notes and any additional notes) under the Indenture upon notice as provided in the Indenture at a redemption price equal to 109.750% of the principal amount of the notes redeemed, plus accrued and unpaid interest and Additional Interest, if any, to the date of redemption (subject to the rights of holders of notes on the relevant record date to receive interest on the relevant interest payment date), with the net cash proceeds of an Equity Offering by the Issuer; *provided* that:

(1) at least 65% of the aggregate principal amount of notes originally issued under the Indenture (excluding notes held by the Issuer and its Subsidiaries) remains outstanding immediately after the occurrence of such redemption; and

(2) the redemption occurs within 180 days of the date of the closing of such Equity Offering.

At any time prior to May 15, 2016, the Issuer may on any one or more occasions redeem all or a part of the notes, upon notice as provided in the Indenture, at a redemption price equal to 100% of the principal amount of the notes redeemed, plus the Applicable Premium as of, and accrued and

unpaid interest, if any, to the date of redemption, subject to the rights of holders of notes on the relevant record date to receive interest due on the relevant interest payment date.

Except pursuant to the preceding paragraphs and the final paragraph under "−Repurchase at the Option of Holders−Change of Control," the notes are not redeemable at the Issuer's option prior to May 15, 2016.

On or after May 15, 2016, the Issuer may on any one or more occasions redeem all or a part of the notes, upon notice as provided in the Indenture, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest, if any, on the notes redeemed, to the applicable date of redemption, if redeemed during the twelve-month period beginning on May 15 of the years indicated below, subject to the rights of holders of notes on the relevant record date to receive interest on the relevant interest payment date:

Year	Percentage
2016	104.875%
2017	102.438%
2018 and thereafter	100.000%

Unless the Issuer defaults in the payment of the redemption price, interest will cease to accrue on the notes or portions thereof called for redemption on the applicable redemption date.

Mandatory Redemption

The Issuer is not required to make mandatory redemption or sinking fund payments with respect to the notes.

Repurchase at the Option of Holders

Change of Control

If a Change of Control occurs, unless the Issuer at such time has given notice of redemption under "−Optional Redemption" with respect to all notes then outstanding, each holder of notes will have the right to require the Issuer to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of that holder's notes pursuant to a Change of Control Offer on the terms set forth in the Indenture. In the Change of Control Offer, the Issuer will offer a payment in cash ("Change of Control Payment") equal to 101% of the aggregate principal amount of notes repurchased, plus accrued and unpaid interest, if any, on the notes repurchased to the date of purchase (the "Change of Control Purchase Date"), subject to the rights of holders of notes on the relevant record date to receive interest due on the relevant interest payment date. Within 30 days following any Change of Control, unless the Issuer at such time has given notice of redemption under "−Optional Redemption" with respect to all notes then outstanding, or, at the Issuer's option and as set forth below, in advance of a Change of Control, the Issuer will mail a notice to each holder describing the transaction or transactions that constitute the Change of Control and offering to repurchase notes properly tendered prior to the expiration date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed, pursuant to the procedures required by the Indenture and described in such notice. The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the Indenture, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the Indenture by virtue of such compliance.

Promptly following the expiration of the Change of Control Offer, the Issuer will, to the extent lawful, accept all notes or portions of notes properly tendered pursuant to the Change of Control Offer. Promptly after such acceptance, the Issuer will, on the Change of Control Purchase Date:

(1) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all notes or portions of notes properly tendered; and

(2) deliver or cause to be delivered to the trustee the notes properly tendered and accepted together with an officers' certificate stating the aggregate principal amount of notes or portions of notes being purchased by the Issuer pursuant to the Change of Control Offer.

The paying agent will promptly mail or wire transfer to each holder of notes properly tendered the Change of Control Payment for such notes (or, if all the notes are then in global form, make such payment through the facilities of The Depository Trust Company ("DTC")), and the trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each such holder a new exchange note equal in principal amount to any unpurchased portion of the notes surrendered, if any. The Issuer will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Purchase Date.

The provisions described above that require the Issuer to make a Change of Control Offer following a Change of Control will be applicable whether or not any other provisions of the Indenture are applicable. Except as described above with respect to a Change of Control, the Indenture will not contain provisions that permit the holders of the notes to require that the Issuer repurchase or redeem the notes in the event of a takeover, recapitalization or similar transaction.

The Issuer will not be required to make a Change of Control Offer upon a Change of Control if (1) a third party makes the Change of Control Offer in the manner, at the time and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Issuer and purchases all notes properly tendered and not withdrawn under the Change of Control Offer, or (2) notice of redemption has been given pursuant to the Indenture as described above under the caption "−Optional Redemption," unless and until there is a default in payment of the applicable redemption price. Notwithstanding anything to the contrary contained herein, a Change of Control Offer may be made in advance of a Change of Control, conditioned upon the consummation of such Change of Control, if a definitive agreement is in place for the Change of Control at the time the Change of Control Offer is made.

Notes repurchased by the Issuer pursuant to a Change of Control Offer will have the status of notes issued but not outstanding or will be retired and cancelled, at the option of the Issuer. Notes purchased by a third party pursuant to clause (1) of the preceding paragraph will have the status of notes issued and outstanding.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of "all or substantially all" of the properties or assets of the Issuer and its Subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of notes to require the Issuer to repurchase its notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of the Issuer and the Restricted Subsidiaries taken as a whole to another Person or group may be uncertain.

The MHR Senior Revolving Credit Facility contains certain prohibitions on the Issuer and its Restricted Subsidiaries purchasing notes, and also provides that the occurrence of certain change of control events with respect to the Issuer would constitute a default thereunder. Prior to complying with any of the provisions of this "Change of Control" covenant under the Indenture governing the notes, but in any event within 90 days following a Change of Control, to the extent required to permit the Issuer to comply with this covenant, the Issuer will need to either repay all outstanding Indebtedness

under the MHR Senior Revolving Credit Facility or other Indebtedness ranking *pari passu* with the notes or obtain the requisite consents, if any, under all agreements governing such outstanding Indebtedness. If the Issuer does not repay such Indebtedness or obtain such consents, the Issuer will remain prohibited from purchasing notes in a Change of Control, which after appropriate notice and lapse of time would result in an Event of Default under the Indenture, which would in turn constitute a default under the MHR Senior Revolving Credit Facility.

Future Indebtedness that the Issuer or its Restricted Subsidiaries may incur may contain prohibitions on the occurrence of certain events that would constitute a Change of Control or require the repurchase of such Indebtedness upon a Change of Control. Moreover, the exercise by the holders of the notes of their right to require the Issuer to repurchase their notes could cause a default under such Indebtedness, even if the Change of Control itself does not, due to the financial effect of such repurchase on the Issuer or its Restricted Subsidiaries. Finally, the Issuer's ability to pay cash to the holders of notes following the occurrence of a Change of Control may be limited by its then existing financial resources. There can be no assurance that sufficient funds will be available when necessary to make any required repurchases. See "Risk Factors−Risks Related to the Exchange Notes and the Related Guarantees−We may be unable to purchase the notes upon a change of control which would result in a default in the Indenture and would adversely affect our business."

The Change of Control purchase feature of the notes may in certain circumstances make more difficult or discourage a sale or takeover of the Issuer or its Restricted Subsidiaries and, thus, the removal of incumbent management. The Issuer has no present intention to engage in a transaction involving a Change of Control, although it is possible that the Issuer could decide to do so in the future. Subject to the limitations discussed below, the Issuer or its Restricted Subsidiaries could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control under the Indenture, but that could increase the amount of Indebtedness outstanding at such time or otherwise affect the capital structure of the Issuer or its credit ratings. Restrictions on the ability of the Issuer and its Restricted Subsidiaries to incur additional Indebtedness are contained in the covenant described under the caption "−Certain Covenants−Incurrence of Indebtedness and Issuance of Preferred Stock." Such restrictions can only be waived with the consent of the holders of a majority in principal amount of the notes then outstanding. Except for the limitations contained in such covenant, *however*, the Indenture does not contain any covenants or provisions that may afford holders of the notes protection in the event of a highly leveraged transaction.

In the event that holders of not less than 90% in aggregate principal amount of the notes then outstanding accept a Change of Control Offer and the Issuer (or any third party making such Change of Control Offer in lieu of the Issuer as described above) purchases all of the notes held by such holders, the Issuer will have the right, upon not less than 30 nor more than 60 days prior notice, given not more than 30 days following the purchase pursuant to the Change of Control Offer described above, to redeem all of the notes that remain outstanding following such purchase at a redemption price equal to the Change of Control Payment plus, to the extent not included in the Change of Control Payment, accrued and unpaid interest, if any, on the notes that remain outstanding, to the date of redemption (subject to the right of holders of record on the relevant record date to receive interest due on an interest payment date that is on or prior to the redemption date).

Asset Sales

The Issuer will not, and will not permit any Restricted Subsidiary to, consummate an Asset Sale unless:

(1) the Issuer (or a Restricted Subsidiary, as the case may be) receives consideration at the time of the Asset Sale at least equal to the Fair Market Value (measured as of the date of the

definitive agreement with respect to such Asset Sale) of the assets or Equity Interests issued or sold or otherwise disposed of; and

(2) at least 75% of the aggregate consideration received in the Asset Sale by the Issuer or a Restricted Subsidiary and all other Asset Sales since the date of the Indenture is in the form of cash or Cash Equivalents. For purposes of this provision, each of the following will be deemed to be cash:

(a) any liabilities, as shown on the Issuer's most recent consolidated balance sheet, of the Issuer or any Restricted Subsidiary (other than contingent liabilities and liabilities that are by their terms subordinated to the notes or any Note Guarantee) that are assumed by the transferee of any such assets pursuant to a customary novation or indemnity agreement that releases the Issuer or such Restricted Subsidiary from or indemnifies against further liability;

(b) any securities, notes or other obligations received by the Issuer or any Restricted Subsidiary from such transferee that are, within 180 days of the Asset Sale, converted by the Issuer or such Restricted Subsidiary into cash, to the extent of the cash received in that conversion;

(c) accounts receivable of a business retained by the Issuer or any of its Restricted Subsidiaries, as the case may be, following the sale of such business; *provided* that such accounts receivable (i) are not past due more than 90 days and (ii) do not have a payment date greater than 120 days from the date of the invoices creating such accounts receivable;

(d) any Capital Stock or assets of the kind referred to in clause (2) or (4) of the next paragraph of this covenant; and

(e) all other assets (except cash, Cash Equivalents and the liabilities and properties to the extent specified in the preceding clauses (a) through (d)) received for all Asset Sales since the date of the Indenture to the extent that the Fair Market Value of all such other assets does not exceed in the aggregate 10% of the Issuer's Adjusted Consolidated Net Tangible Assets at the time of determination;

provided that in the case of any Asset Sale pursuant to a condemnation, appropriation or similar taking, including by deed in lieu of condemnation, such Asset Sale shall not be required to satisfy the requirements of items (1) and (2) above. Notwithstanding the preceding, the 75% limitation referred to above shall be deemed satisfied with respect to any Asset Sale in which the cash or Cash Equivalents portion of the consideration received therefrom, determined in accordance with the preceding provision on an after-tax basis, is equal to or greater than what the after-tax proceeds would have been had such Asset Sale complied with the aforementioned 75% limitation.

Within 365 days after the receipt of any Net Proceeds from an Asset Sale, the Issuer (or any Restricted Subsidiary) may apply such Net Proceeds:

(1) to prepay, repay, purchase, repurchase, redeem, reduce, defease or acquire or retire (i) Obligations under Secured Indebtedness of the Issuer or any Restricted Subsidiary, (ii) Obligations under Indebtedness of a Restricted Subsidiary that is not a Guarantor (other than Indebtedness owed to the Issuer or another Restricted Subsidiary) or (iii) Obligations under Senior Indebtedness (*provided* that if the Issuer or any Guarantor shall so reduce Obligations under unsecured Senior Indebtedness, the Issuer will equally and ratably reduce Obligations under the notes as *provided* under "−Optional Redemption," through open market purchases (*provided* that such purchases are at or above 100% of the principal amount thereof) or by making an offer (in accordance with the procedures set forth below for an Asset Sale Offer) to all holders of the notes to purchase at a purchase price equal to 100% of the principal amount thereof, *plus* accrued and

unpaid interest and Additional Interest, if any, the *pro rata* principal amount of notes), in each case other than Indebtedness owed to the Issuer or any Restricted Subsidiary;

(2) to acquire all or substantially all of the assets of, or any Capital Stock of, one or more other Persons primarily engaged in the Oil and Gas Business, if, after giving effect to any such acquisition of Capital Stock, such Person becomes a Restricted Subsidiary;

(3) to make capital expenditures in respect of the Issuer's or any Restricted Subsidiaries' Oil and Gas Business; or

(4) to acquire other assets (other than Capital Stock) that are not classified as current assets under GAAP and that are used or useful in the Oil and Gas Business.

The requirement of clauses (2) through (4) of the preceding paragraph shall be deemed to be satisfied if a bona fide binding contract committing to make the investment, acquisition or expenditure referred to therein is entered into by the Issuer or any Restricted Subsidiary, as the case may be, with a Person other than an Affiliate of the Issuer within the time period specified in the preceding paragraph and such Net Proceeds are subsequently applied in accordance with such contract within six months following the date such agreement is entered into.

Pending the final application of any Net Proceeds, the Issuer or any Restricted Subsidiary may reduce revolving credit borrowings or invest the Net Proceeds in any manner that is not prohibited by the Indenture.

Any Net Proceeds from Asset Sales that are not applied or invested as provided in the second paragraph of this covenant will constitute "Excess Proceeds." When the aggregate amount of Excess Proceeds exceeds $25.0 million, within ten business days thereof, the Issuer will make an offer (an "Asset Sale Offer") to all holders of notes and all holders of other Indebtedness that is *pari passu* with the notes containing provisions similar to those set forth in the Indenture with respect to offers to purchase, prepay or redeem with the proceeds of sales of assets to purchase, prepay or redeem, on a *pro rata* basis, the maximum principal amount of notes and such other *pari passu* Indebtedness (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums, incurred in connection therewith) that may be purchased, prepaid or redeemed out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of the principal amount, plus accrued and unpaid interest, if any, to the date of purchase, prepayment or redemption, subject to the rights of holders of notes on the relevant record date to receive interest due on the relevant interest payment date, and will be payable in cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer, the Issuer or any Restricted Subsidiary may use those Excess Proceeds for any purpose not otherwise prohibited by the Indenture. If the aggregate principal amount of notes tendered in such Asset Sale Offer exceeds the amount of Excess Proceeds allocated to the purchase of notes, the trustee will select the notes to be purchased on a *pro rata* basis (except that any notes represented by a note in global form will be selected as discussed under "−Procedures for Tendering" based on a method as DTC may require), based on the amounts tendered (with such adjustments as may be deemed appropriate by the Issuer so that only notes in denominations of $2,000, or an integral multiple of $1,000 in excess thereof, will be purchased). Upon completion of each Asset Sale Offer, the amount of Excess Proceeds will be reset at zero.

Notwithstanding the foregoing, the sale, conveyance or other disposition of all or substantially all of the properties and assets of the Issuer and the Restricted Subsidiaries, taken as a whole, will be governed by the "Change of Control" provisions of the Indenture and/or the "Merger, Consolidation or Sale of All or Substantially All Assets" provisions of the Indenture and not by the "Asset Sale" provisions of the Indenture.

The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in

connection with each repurchase of notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the "Asset Sale" provisions of the Indenture or compliance with the "Asset Sale" provisions of the Indenture would constitute a violation of any such laws or regulations, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the "Asset Sale" provisions of the Indenture by virtue of such compliance.

The MHR Senior Revolving Credit Facility contains, and future agreements, including Credit Facilities, may contain prohibitions of certain events, including events that would constitute a Change of Control or an Asset Sale. The exercise by the holders of notes of their right to require the Issuer to repurchase the notes upon a Change of Control or an Asset Sale could cause a default under these other agreements, even if the Change of Control or Asset Sale itself does not, due to the financial effect of such repurchases on the Issuer or otherwise. In the event a Change of Control or Asset Sale occurs at a time when the Issuer is prohibited from purchasing notes, the Issuer could seek the consent of its senior lenders to the purchase of notes or could attempt to refinance the borrowings that contain such prohibition. If the Issuer does not obtain a consent or repay those borrowings, the Issuer will remain prohibited from purchasing notes. In that case, the Issuer's failure to purchase tendered notes would constitute an Event of Default under the Indenture, which could, in turn, constitute a default under the other indebtedness. Finally, the Issuer's ability to pay cash to the holders of notes upon a repurchase may be limited by the Issuer's then existing financial resources. See "Risk Factors−Risks Related to the Exchange Notes and the Related Guarantees−We may be able to purchase the notes upon a change of control which would result in a default in the indenture that governs the notes and would adversely affect our business."

Selection and Notice

If less than all of the notes are to be redeemed at any time, the trustee will select notes for redemption on a *pro rata* basis (or, in the case of notes issued in global form as discussed under "−Procedures for Tendering," based on a method as DTC may require) unless otherwise required by law or applicable stock exchange or depository requirements.

No notes of $2,000 or less can be redeemed in part. Notices of redemption will be mailed by first class mail at least 30 but not more than 60 days before the redemption date to each holder of notes to be redeemed at its registered address, except that (i) redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the notes or a satisfaction and discharge of the Indenture. Notices of redemption may not be conditional, except that any redemption pursuant to the first paragraph under the "−Optional Redemption" section, may, at the Issuer's discretion, be subject to completion of the related Equity Offering and (ii) as described under "−Change of Control".

If any note is to be redeemed in part only, the notice of redemption that relates to that note will state the portion of the principal amount of that note that is to be redeemed. A new note in principal amount equal to the unredeemed portion of the original note will be issued in the name of the holder of notes upon cancellation of the original note. Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest ceases to accrue on notes or portions of notes called for redemption.

Certain Covenants

Changes in Covenants when Notes Rated Investment Grade

If on any date following the date of the Indenture:

(1) the notes are rated by both of the Rating Agencies as having an Investment Grade Rating; and

(2) no Default or Event of Default shall have occurred and be continuing, then, upon the Issuer's delivery of notice of such events to the trustee, the covenants specifically listed under the following captions in this prospectus will be suspended:

(a) "−Repurchase at the Option of Holders−Asset Sales";

(b) "−Certain Covenants−Restricted Payments";

(c) "−Certain Covenants−Incurrence of Indebtedness and Issuance of Preferred Stock";

(d) "−Certain Covenants−Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries";

(e) "−Certain Covenants−Designation of Restricted and Unrestricted Subsidiaries";

(f) "−Certain Covenants−Transactions with Affiliates";

(g) Clause (a)(4) of the covenant described below under the caption "−Certain Covenants−Merger, Consolidation or Sale of Assets"; and

(h) "−Certain Covenants−Additional Note Guarantees."

During any period that the foregoing covenants have been suspended, the Issuer's Board of Directors may not designate any of its Subsidiaries as Unrestricted Subsidiaries pursuant to the covenant described below under the caption "−Certain Covenants−Designation of Restricted and Unrestricted Subsidiaries."

Notwithstanding the foregoing, if the rating assigned by either such Rating Agency should subsequently decline to below Investment Grade Rating, the foregoing covenants will be reinstituted as of and from the date of such rating decline (the "Reversion Date"). In the event of any such reinstatement, no Default or Event of Default will be deemed to have occurred as a result of a failure to comply with the suspended covenants during a suspension period (or on the Reversion Date or after the suspension period based solely on events that occurred during the suspension period).

On each Reversion Date, all Indebtedness incurred during the Suspension Period prior to such Reversion Date will be deemed to be Permitted Indebtedness under clause (3) of paragraph (b) of "−Certain Covenants−Incurrence of Indebtedness and Issuance of Preferred Stock." Calculations under the reinstated "Restricted Payments" covenant will be made as if the "Restricted Payments" covenant had been in effect since the date of the Indenture except that no Default will be deemed to have occurred solely by reason of a Restricted Payment made while that covenant was suspended. In addition, for the purposes of the covenants described under "−Transactions with Affiliates" and "−Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries," all agreements and arrangements entered into during the period in which such covenants are suspended shall be deemed to have been entered into and existing prior to the date of the Indenture. For purposes of the "Repurchase at the Option of Holders−Asset Sales" covenant, on the Reversion Date, the unutilized Excess Proceeds amount will be reset to zero.

There can be no assurance that the notes will ever achieve an Investment Grade Rating or that any such rating will be maintained.

Restricted Payments

The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly:

(1) declare or pay any dividend or make any other payment or distribution on account of the Issuer's or any Restricted Subsidiary's Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Issuer or any Restricted Subsidiary) or to the direct or indirect holders of the Issuer's or any Restricted Subsidiary's Equity Interests in their capacity as such (other than (i) dividends or distributions payable in Equity Interests (other than Disqualified Stock) of the Issuer, (ii) dividends or distributions payable to the Issuer or any Restricted Subsidiary or (iii) in the case of any dividend or distribution payable on or in respect of any class or series of Equity Interests issued by a Restricted Subsidiary other than a wholly owned Subsidiary, *pro rata* dividends or distributions to minority stockholders of such Restricted Subsidiary (or owners of an equivalent interest in the case of a Subsidiary that is an entity other than a corporation), *provided* that the Issuer or one of its Restricted Subsidiaries receives at least its *pro rata* share of such dividend or distribution in accordance with its Equity Interests in such class or series of securities));

(2) repurchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation) any Equity Interests of the Issuer or any direct or indirect parent of the Issuer;

(3) make any payment on or with respect to, or repurchase, redeem, defease or otherwise acquire or retire for value any Indebtedness of the Issuer or any Guarantor that is contractually subordinated to the notes or to any Note Guarantee (excluding any Indebtedness permitted under clause (6) of the second paragraph of the covenant described under the caption "−Certain Covenants−Incurrence of Indebtedness and Issuance of Preferred Stock"), except a payment of interest or payment of principal at or within one year prior to the Stated Maturity thereof; or

(4) make any Restricted Investment (all such payments and other actions set forth in clauses (1) through (4) above being collectively referred to *as* "Restricted Payments"), unless, at the time of and after giving effect to such Restricted Payment:

(a) no Default or Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment;

(b) the Issuer or such Restricted Subsidiary, as applicable, would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described below under the caption "−Certain Covenants−Incurrence of Indebtedness and Issuance of Preferred Stock"; and

(c) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Issuer and all Restricted Subsidiaries since the date of the Indenture (excluding Restricted Payments permitted by clauses (2), (3), (4), (5), (6), (7), (8) and (10) of the next succeeding paragraph), is less than the sum, without duplication, of:

(i) 50% of the Consolidated Net Income for the period (taken as one accounting period) from April 1, 2012 to the end of the Issuer's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit); *plus*

(ii) 100% of the aggregate net cash proceeds and the Fair Market Value of property or securities other than cash (including Capital Stock of Persons engaged primarily in the

Oil and Gas Business or assets used in the Oil and Gas Business), in each case received by the Issuer or any Restricted Subsidiary (other than from the Issuer or any Restricted Subsidiary) after the date of the Indenture (A) as a contribution to its common equity capital, (B) from the issue or sale of Equity Interests of the Issuer (other than Disqualified Stock and other than net cash proceeds received from an issuance or sale of such Equity Interests to a Subsidiary of the Issuer or an employee stock ownership plan, option plan or similar trust to the extent such sale to an employee stock ownership plan, option plan or similar trust is financed by loans from or Guaranteed by the Issuer or any Restricted Subsidiary (unless such loans have been repaid with cash on or prior to the date of determination)) or (C) upon the exercise after the Issue Date of any options, warrants or rights to purchase common stock of the Issuer; *plus*

(iii) to the extent not already included in Consolidated Net Income for such period or included in clause (v) below, if any Restricted Investment that was made by the Issuer or any Restricted Subsidiaries after the date of the Indenture is sold for cash (other than to the Issuer or any of its Restricted Subsidiaries) or otherwise cancelled, liquidated or repaid for cash, the cash return of capital with respect to such Restricted Investment resulting from such sale, liquidation or repayment (less any out-of-pocket costs incurred in connection with any such sale); *plus*

(iv) the amount by which Indebtedness or Disqualified Stock of the Issuer or the Restricted Subsidiaries incurred after the date of the Indenture is reduced on the Issuer's consolidated balance sheet upon the conversion or exchange (other than by the Issuer or any Restricted Subsidiary) of any such Indebtedness or Disqualified Stock of the Issuer or the Restricted Subsidiaries convertible or exchangeable for Equity Interests (other than Disqualified Stock) of the Issuer (less the amount of any cash, or the Fair Market Value of any other property (other than such Equity Interests), distributed by the Issuer upon such conversion or exchange and excluding the net cash proceeds from the conversion or exchange financed, directly or indirectly, using funds borrowed from the Issuer or any Subsidiary), together with the net proceeds, if any, received by the Issuer or any Restricted Subsidiaries upon such conversion or exchange; *plus*

(v) to the extent that any Unrestricted Subsidiary designated as such after the date of the Indenture is redesignated as a Restricted Subsidiary pursuant to the terms of the Indenture or is merged or consolidated with or into, or transfers or otherwise disposes of all of substantially all of its properties or assets to or is liquidated into, the Issuer or a Restricted Subsidiary after the date of the Indenture, the lesser of, as of the date of such redesignation, merger, consolidation, transfer, disposition or liquidation, (A) the Fair Market Value of the Issuer's (or any Restricted Subsidiary's) Restricted Investment in such Subsidiary (or of the properties or assets disposed of, as applicable) as of the date of such redesignation, merger, consolidation, transfer, disposition or liquidation and (B) such Fair Market Value as of the date on which such Subsidiary was originally designated as an Unrestricted Subsidiary after the date of the Indenture.

The preceding provisions do not prohibit:

(1) the payment of any dividend within 60 days after the date of declaration of the dividend, if at the date of declaration or notice, the dividend would have complied with the provisions of the Indenture;

(2) the making of any Restricted Payment in exchange for, or out of or with the net cash proceeds of the substantially concurrent sale (other than to a Subsidiary of the Issuer) of, Equity Interests of the Issuer (other than Disqualified Stock), with a sale being deemed substantially concurrent if such Restricted Payment occurs not more than 180 days after such sale, or from the

substantially concurrent contribution of common equity capital to the Issuer; *provided* that the amount of any such net cash proceeds that are utilized for any such Restricted Payment will not be considered to be net proceeds of Equity Interests for purposes of clause (c)(ii) of the preceding paragraph and will not be considered to be net cash proceeds from an Equity Offering for purposes of the "Optional Redemption" provisions of the Indenture;

(3) the repurchase, redemption, defeasance or other acquisition or retirement for value of any Existing Preferred Stock or Disqualified Stock with the net cash proceeds from a substantially concurrent incurrence of Permitted Refinancing Indebtedness or Indebtedness incurred pursuant to the first paragraph of the covenant described below under the caption "−Certain Covenants−Incurrence of Indebtedness and Issuance of Preferred Stock," with a sale being deemed substantially concurrent if such repurchase, redemption, defeasance or other acquisition or retirement for value occurs not more than 35 days after such sale;

(4) the repurchase, redemption, defeasance or other acquisition or retirement for value of Indebtedness of the Issuer or any Guarantor that is contractually subordinated to the notes or to any Note Guarantee with the net cash proceeds from a substantially concurrent incurrence of Permitted Refinancing Indebtedness;

(5) so long as no Default or Event of Default has occurred and is continuing, the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of the Issuer or any Restricted Subsidiary, whether upon the exercise or conversion of stock appreciation rights, restricted stock, unit options, restricted units, phantom units, warrants, incentives, rights to acquire Equity Interests or other derivative securities of such Equity Interests or otherwise, held by any current or former officer, director, member of management, consultant or employee (or their transferees, estates or beneficiaries under their estates) of the Issuer or any Restricted Subsidiary pursuant to any equity subscription agreement, stock option agreement, shareholders' agreement, employment agreement or similar agreement; *provided* that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests may not exceed $4.0 million in any consecutive twelve-month period, *plus*, to the extent not previously applied or included,

(a) the cash proceeds received by the Issuer or any of its Restricted Subsidiaries from sales of Equity Interests of the Issuer to officers, directors, members of management, consultants or employees of the Issuer or its Affiliates that occur after the date of the Indenture (to the extent the cash proceeds from the sale of such Equity Interests have not otherwise been applied to make Restricted Payments by virtue of clause (c)(2) of the first paragraph of this covenant); and

(b) the cash proceeds of key man life insurance policies received by the Issuer or any of its Restricted Subsidiaries after the date of the Indenture;

(6) the repurchase of Equity Interests deemed to occur upon the exercise or conversion of stock appreciation rights, restricted stock, unit options, restricted units, phantom units, warrants, incentives, rights to acquire Equity Interests or other derivative securities of such Equity Interests to the extent such Equity Interests represent a portion of the exercise price thereof and any repurchase or other acquisition of any of the foregoing made in lieu of withholding taxes in connection therewith;

(7) so long as no Default or Event of Default has occurred and is continuing or would be caused thereby, the declaration and payment of regularly scheduled or accrued dividends to holders of any class or series of Disqualified Stock of the Issuer or any Preferred Stock of the Issuer or any Restricted Subsidiary (a) issued prior to the date of the Indenture, (b) issued on or after the date of the Indenture and (c) (i) with respect to Series D Capital Stock, in an aggregate amount not to exceed the maximum amount thereof permitted to be issued in accordance with the

certificate of designation with respect thereto in effect on the date of the Indenture and (ii) otherwise in accordance with the covenant described below under the caption "−Certain Covenants−Incurrence of Indebtedness and Issuance of Preferred Stock";

(8) payments of cash, dividends, distributions, advances or other Restricted Payments by the Issuer or any Restricted Subsidiary to allow the payment of cash in lieu of the issuance of fractional shares upon (a) the exercise of options or warrants or (b) the conversion or exchange of Capital Stock of any such Person;

(9) the repayment, redemption, repurchase, defeasance or other acquisition or retirement for value of any subordinated Indebtedness, Preferred Stock or Disqualified Stock at a purchase price not greater than (a) 101% of the principal amount thereof or liquidation preference in the event of a change of control pursuant to a provision no more favorable to the holders than "Repurchase at the Option of the Holders−Change of Control" or (b) 100% of the principal amount thereof or liquidation preference in the event of an Asset Sale, in each case plus accrued and unpaid interest thereon, in connection with any change of control offer or asset sale offer required by the terms of such Indebtedness, Preferred Stock or Disqualified Stock, but only if:

(i) in the case of a Change of Control, the Issuer has complied with and satisfied its obligations as described under "−Repurchase at the Option of the Holders−Change of Control"; *provided* that, prior to the making of any such Restricted Payment pursuant to clause (9)(a), the Issuer shall have made a Change of Control Offer and repurchased all notes issued under the Indenture that were properly tendered for payment in connection with such offer to purchase; and

(ii) in the case of an Asset Sale, the Issuer has complied with and satisfied its obligations as described under "−Repurchase at the option of the holders−Asset Sales";

(10) so long as no Default or Event of Default has occurred and is continuing or would be caused thereby, the declaration or payment of any dividends or other distributions of Equity Interests of Eureka Hunter Pipeline, LLC in an aggregate amount not to exceed $50.0 million; or

(11) so long as no Default or Event of Default has occurred and is continuing or would be caused thereby, other Restricted Payments in an aggregate amount not to exceed $30.0 million since the date of the Indenture.

The amount of all Restricted Payments (other than cash) will be the Fair Market Value on the date of the Restricted Payment (or, in the case of a dividend, on the date of declaration) of the asset(s) or securities proposed to be transferred or issued by the Issuer or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. The Fair Market Value of any assets or securities that are required to be valued by this covenant will be determined, in the case of amounts under $25.0 million, by an officer of the Issuer and, in the case of amounts of $25.0 million or more, by the Board of Directors of the Issuer whose resolution with respect thereto will be delivered to the trustee.

For purposes of determining compliance with the "Restricted Payments" covenant, in the event that a Restricted Payment meets the criteria of more than one of the categories of Restricted Payments described in the preceding clauses (1) through (11) or as a Permitted Investment, the Issuer will be permitted to classify (or later reclassify in its sole discretion) such Restricted Payment or Permitted Investment in any manner that complies with this covenant and such Restricted Payment or Permitted Investment shall be treated as having been made pursuant to only one of such clauses of this covenant or of the definition of "Permitted Investment."

Incurrence of Indebtedness and Issuance of Preferred Stock

The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create, incur, issue, assume, Guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur") any Indebtedness (including Acquired Debt), and the Issuer will not issue any Disqualified Stock and the Issuer will not, and will not permit any Restricted Subsidiary to issue any Preferred Stock; *provided*, *however*, that the Issuer may incur Indebtedness (including Acquired Debt) or issue Disqualified Stock, and the Issuer and the Guarantors may incur Indebtedness (including Acquired Debt) or issue Preferred Stock, if the Fixed Charge Coverage Ratio for the Issuer's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock or such Preferred Stock is issued, as the case may be, would have been at least 2.25 to 1.0, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness had been incurred or the Disqualified Stock or the Preferred Stock had been issued, as the case may be, at the beginning of such four-quarter period.

The first paragraph of this covenant does not prohibit the incurrence of any of the following items of Indebtedness or issuances of Disqualified Stock or Preferred Stock, as applicable (collectively, "Permitted Debt"):

(1) the incurrence by the Issuer and any Guarantor of additional Indebtedness and letters of credit under Credit Facilities in an aggregate principal amount at any one time outstanding under this clause (1) (with letters of credit being deemed to have a principal amount equal to the maximum potential liability of the Issuer and any Guarantor thereunder) not to exceed (i) the greater of (A) $300.0 million and (B) 25% of the Issuer's Adjusted Consolidated Net Tangible Assets determined on the date of such incurrence;

(2) the incurrence by the Issuer or its Restricted Subsidiaries of the Existing Indebtedness (other than as described in clause (1) or (3));

(3) the incurrence by the Issuer and the Guarantors of Indebtedness represented by (a) the notes and the related Note Guarantees issued on or after the date of the Indenture and (b) any Exchange Notes issued in exchange for such notes (including any Guarantee thereof);

(4) the incurrence by the Issuer or any Restricted Subsidiary of Indebtedness represented by Capital Lease Obligations, mortgage financings or purchase money obligations, in each case, incurred for the purpose of financing all or any part of the purchase price or cost of design, construction, installation, repair or improvement of property, plant or equipment used in the business of the Issuer or any Restricted Subsidiary and related financing costs, and Attributable Debt in respect of sale and leaseback transactions, in an aggregate principal amount, including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (4), not to exceed at any time outstanding the greater of (A) $25.0 million and (B) 2.0% of Adjusted Consolidated Net Tangible Assets;

(5) the incurrence by the Issuer or any Restricted Subsidiary of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, defease or discharge any Indebtedness (other than intercompany Indebtedness) or Disqualified Stock that was permitted by the Indenture to be incurred under the first paragraph of this covenant or clause (2), (3), (4), (5) or (17) of this paragraph;

(6) the incurrence by the Issuer or any Restricted Subsidiary of intercompany Indebtedness between or among the Issuer and any Restricted Subsidiary; *provided*, *however*, that:

(a) if the Issuer or any Guarantor is the obligor on such Indebtedness and the payee is not the Issuer or a Guarantor, such Indebtedness must be unsecured and expressly subordinated to the prior payment in full in cash of all Obligations then due with respect to the notes, in the case of the Issuer, or the Note Guarantee, in the case of a Guarantor; and

(b) (i) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than the Issuer or any Restricted Subsidiary and (ii) any sale or other transfer of any such Indebtedness to a Person that is not either the Issuer or any Restricted Subsidiary, will be deemed, in each case, to constitute an incurrence of such Indebtedness by the Issuer or such Restricted Subsidiary, as the case may be, that was not permitted at the time of such sale or transfer by this clause (6);

(7) the issuance by any Restricted Subsidiary to the Issuer or to any Restricted Subsidiary of any Preferred Stock; *provided*, *however*, that:

(a) any subsequent issuance or transfer of Equity Interests that results in any such Preferred Stock being held by a Person other than the Issuer or any Restricted Subsidiary; and

(b) any sale or other transfer of any such Preferred Stock to a Person that is not the Issuer or any Restricted Subsidiary, will be deemed, in each case, to constitute an issuance of such Preferred Stock by such Restricted Subsidiary that was not permitted at the time of such sale or transfer by this clause (7);

(8) the incurrence by the Issuer or any Restricted Subsidiary of Hedging Obligations in the ordinary course of business or customary in the Oil and Gas Business;

(9) the Guarantee by the Issuer or any Restricted Subsidiary of Indebtedness of the Issuer or any Restricted Subsidiary to the extent that the guaranteed Indebtedness was permitted to be incurred by another provision of this covenant; *provided* that if the Indebtedness being guaranteed is subordinated to or *pari passu* with the notes, then the Guarantee must be subordinated or *pari passu*, as applicable, to the same extent as the Indebtedness guaranteed;

(10) the incurrence by the Issuer or any Restricted Subsidiary of Indebtedness in respect of self-insurance obligations or the financing of insurance premiums, or bid, plugging and abandonment, appeal, reimbursement, performance, surety and similar bonds and completion guarantees provided by the Issuer or a Restricted Subsidiary in the ordinary course of business or customary in the Oil and Gas Business and any Guarantees or letters of credit functioning as or supporting any of the foregoing bonds or obligations and workers' compensation claims in the ordinary course of business;

(11) the incurrence by the Issuer or any Restricted Subsidiary of Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds, so long as such Indebtedness is covered within five business days;

(12) the incurrence by the Issuer or any Restricted Subsidiary of Permitted Acquisition Indebtedness;

(13) the incurrence by the Issuer or any Restricted Subsidiary of take or pay agreements or in-kind obligations relating to net oil or natural gas balancing positions arising in the ordinary course of business or customary in the Oil and Gas Business;

(14) any obligation arising from agreements of the Issuer or any Restricted Subsidiary providing for indemnification, adjustment of purchase price, earn outs, or similar obligations, in

each case, incurred or assumed in connection with the disposition of any business, assets or Capital Stock of a Restricted Subsidiary in a transaction permitted by the Indenture, *provided* the maximum assumable liability in respect of all such Indebtedness shall at no time exceed the gross proceeds, including non-cash proceeds (the fair market value of such non-cash proceeds being measured at the time received and without giving effect to any subsequent changes in value), actually received by the Issuer and any Restricted Subsidiaries in connection with such disposition;

(15) the incurrence by the Issuer or any of its Restricted Subsidiaries of Indebtedness constituting reimbursement obligations with respect to letters of credit; *provided* that, upon the drawing of such letters of credit, such obligations are reimbursed within 5 business days of such drawing;

(16) the incurrence by any Foreign Subsidiary of Indebtedness that, in the aggregate together with all other Indebtedness of all Foreign Subsidiaries, including all Permitted Refinancing Indebtedness incurred to extend, renew, refund, refinance, replace, defease, discharge or otherwise retire for value any Indebtedness incurred pursuant to this clause (16), does not exceed the greater of (a) $25.0 million and (b) 15% of the Adjusted Consolidated Net Tangible Assets of all Foreign Subsidiaries, considered as a consolidated enterprise, determined as of the date of the incurrence of such Indebtedness after giving pro forma effect to such incurrence and the application of the proceeds therefrom; and

(17) the incurrence by the Issuer or any Guarantor of additional Indebtedness or the issuance by the Issuer of any Disqualified Stock or Preferred Stock in an aggregate principal amount (or accreted value, as applicable), including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred or Disqualified Stock or Preferred Stock issued pursuant to this clause (17), not to exceed at any time outstanding the greater of (i) $35.0 million and (ii) 2.0% of Adjusted Consolidated Net Tangible Assets determined as of the date of such incurrence or issuance.

The Issuer will not, and will not permit any Guarantor to, incur any Indebtedness (including Permitted Debt) that is contractually subordinated in right of payment to any other Indebtedness of the Issuer or such Guarantor unless such Indebtedness is also contractually subordinated in right of payment to the notes or the applicable Note Guarantee on substantially identical terms; *provided*, *however*, that no Indebtedness will be deemed to be contractually subordinated in right of payment to any other Indebtedness of the Issuer or any Guarantor solely by virtue of being unsecured or by virtue of being secured on a junior priority basis.

For purposes of determining compliance with this "Incurrence of Indebtedness and Issuance of Preferred Stock" covenant, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (17) above, or is entitled to be incurred pursuant to the first paragraph of this covenant, the Issuer will be permitted to divide, classify and reclassify such item of Indebtedness on the date of its incurrence, or later redivide or reclassify all or a portion of such item of Indebtedness, in any manner that complies with this covenant. Indebtedness under Credit Facilities outstanding on the date on which notes were first issued and authenticated under the Indenture is deemed to have been incurred on such date in reliance on the exception provided by clause (1) of the definition of Permitted Debt. The accrual of interest or Preferred Stock dividends, the accretion or amortization of original issue discount, the payment of interest on any Indebtedness not secured by a Lien in the form of additional Indebtedness with the same terms, the reclassification of Preferred Stock as Indebtedness due to a change in accounting principles, and the payment of dividends on Preferred Stock or Disqualified Stock in the form of additional securities of the same class of Preferred Stock or Disqualified Stock will not be deemed to be an incurrence of Indebtedness or an issuance of Preferred Stock or Disqualified Stock for purposes

of this covenant; *provided* that the amount thereof is included in Fixed Charges as accrued to the extent required by the definition of such term.

The amount of any Indebtedness outstanding as of any date will be:

(1) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount;

(2) the principal amount of the Indebtedness, in the case of any other Indebtedness; and

(3) in respect of Indebtedness of another Person secured by a Lien on the assets of the specified Person, the lesser of:

(a) the Fair Market Value of such assets at the date of determination; and

(b) the amount of the related Indebtedness of the other Person.

Liens

The Issuer will not, and will not permit any Restricted Subsidiary to, create, incur, assume or otherwise cause or permit to exist or become effective any Lien of any kind (other than Permitted Liens) securing Indebtedness (including Attributable Debt) upon any of their property or assets, now owned or hereafter acquired, unless all payments due to the holders under the Indenture and the notes are secured on an equal and ratable basis with the obligations so secured until such time as such obligations are no longer secured by a Lien.

Any Lien on any assets of the Issuer or any Restricted Subsidiary created for the benefit of the holders of the notes pursuant to the preceding paragraph shall provide by its terms that such Lien shall be automatically and unconditionally released and discharged at such time as there are no other Liens of any kind (other than Permitted Liens) on such assets securing Indebtedness.

Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries

The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on its Capital Stock to the Issuer or any Restricted Subsidiary, or with respect to any other interest or participation in, or measured by, its profits, or pay any indebtedness owed to the Issuer or any Restricted Subsidiary; *provided* that the priority that any series of Preferred Stock of a Restricted Subsidiary has in receiving dividends or liquidating distributions before dividends or liquidating distributions are paid in respect of common stock of such Restricted Subsidiary shall not constitute a restriction on the ability to make dividends or distributions on Capital Stock for purposes of this covenant;

(2) make loans or advances to the Issuer, or any Restricted Subsidiary; or

(3) sell, lease or transfer any of its properties or assets to the Issuer or any Restricted Subsidiary.

However, the preceding restrictions do not apply to encumbrances or restrictions existing under or by reason of:

(1) agreements governing Existing Indebtedness as in effect on the date of the Indenture and any amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings of those agreements; *provided* that the amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings are not materially more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those

contained in those agreements on the date of the Indenture, as determined in good faith by the Issuer;

(2) the Indenture, the notes, the Note Guarantees, the Exchange Notes and any Guarantees thereof, or any other indentures governing debt securities issued by the Issuer or any Guarantor that are not materially more restrictive, taken as a whole, with respect to dividend, distribution or other payment restrictions and loan or investment restrictions than those contained in the Indenture, notes and the Guarantors' Note Guarantees as in effect on the date of the Indenture as determined in good faith by the Issuer;

(3) agreements governing other Indebtedness permitted to be incurred under the provisions of the covenant described above under the caption "−Certain Covenants−Incurrence of Indebtedness and Issuance of Preferred Stock" and any amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings of those agreements; *provided* that the restrictions therein are not materially more restrictive, taken as a whole, than those contained in the Indenture, the notes and the Note Guarantees or the MHR Senior Revolving Credit Facility as in effect on the date of the Indenture, as determined in good faith by the Issuer;

(4) applicable law, rule, regulation, order, approval, governmental license, permit or similar restriction;

(5) any instrument governing Indebtedness or Capital Stock of a Person acquired by the Issuer or any Restricted Subsidiary as in effect at the time of such acquisition (except to the extent such Indebtedness or Capital Stock was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired; *provided* that, in the case of Indebtedness, such Indebtedness was permitted by the terms of the Indenture to be incurred;

(6) customary non-assignment provisions in Hydrocarbon purchase and sale or exchange agreements, joint operating agreements or similar operational agreements or contracts or in licenses, easements or leases, in each case, entered into in the ordinary course of business or customary in the Oil and Gas Business;

(7) mortgage financings and purchase money obligations for property acquired in the ordinary course of business or customary in the Oil and Gas Business and Capital Lease Obligations that impose restrictions on the property purchased or leased of the nature described in clause (3) of the preceding paragraph;

(8) any agreement for the sale or other disposition of a Restricted Subsidiary that restricts distributions by that Restricted Subsidiary or sales of such Restricted Subsidiary's assets pending its sale or other disposition;

(9) Permitted Refinancing Indebtedness; *provided* that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced, as determined in good faith by the Issuer;

(10) Liens permitted to be incurred under the provisions of the covenant described above under the caption "−Certain Covenants−Liens" that limit the right of the debtor to dispose of the assets subject to such Liens;

(11) provisions limiting the disposition, leasing, subleasing or distribution of assets or property in joint venture agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements, farm-in and farm-out agreements and other similar agreements (including agreements entered into in connection with a Restricted Investment) entered into (a) in the ordinary course of

business or customary in the Oil and Gas Business or (b) with the approval of the Issuer's Board of Directors, in each case, which limitation is applicable only to the assets that are the subject of such agreements;

(12) encumbrances or restrictions on cash, Cash Equivalents or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business or customary in the Oil and Gas Business;

(13) encumbrances or restrictions of the nature described in clause (3) of the preceding paragraph contained in agreements or instruments described in the definition of "Permitted Business Investments" or governing any Permitted Acquisition Indebtedness, so long as such agreement or instrument (a) was not entered into in contemplation of the acquisition, merger or consolidation transaction related thereto and (b) is not applicable to any Person, or the assets of any Person, other than the Person, or the assets or Subsidiaries of the Person, subject to such acquisition, merger or consolidation, so long as the agreement containing such restriction does not violate any other provisions of the Indenture;

(14) any agreement or instrument relating to any property or assets acquired after the date of the Indenture, so long as such encumbrance or restriction relates only to the property or assets so acquired and is not and was not created in anticipation of such acquisitions; and

(15) Hedging Obligations incurred from time to time.

Merger, Consolidation or Sale of All or Substantially All Assets

(a) The Issuer may not, directly or indirectly, (1) consolidate or merge with or into another Person (whether or not the Issuer is the survivor), or (2) sell, assign, transfer, convey, lease or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to another Person, unless:

(1) either: (a) the Issuer is the surviving Person; or (b) the Person formed by or surviving any such consolidation or merger (if other than the Issuer) or to which such sale, assignment, transfer, lease, conveyance or other disposition has been made is an entity organized or existing under the laws of the United States, any state of the United States or the District of Columbia;

(2) the Person formed by or surviving any such consolidation or merger (if other than the Issuer) or the Person to which such sale, assignment, transfer, lease, conveyance or other disposition has been made assumes all the obligations of the Issuer under the notes, the Indenture and the Registration Rights Agreements pursuant to agreements reasonably satisfactory to the trustee;

(3) immediately after such transaction, no Default or Event of Default exists;

(4) except in the case of a consolidation or merger of the Issuer with or into a Guarantor, or a sale, assignment, transfer, conveyance, lease or other disposal to a Guarantor, immediately after giving effect to such transaction and any related financing transaction on a pro forma basis as if the same had occurred at the beginning of the applicable four-quarter period, either:

(a) the Issuer would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described above under the caption "−Certain Covenants−Incurrence of Indebtedness and Issuance of Preferred Stock"; or

(b) the Fixed Charge Coverage Ratio of the Issuer is equal to or greater than the Fixed Charge Coverage Ratio of the Issuer immediately prior to such transaction; and

(5) the Issuer has delivered to the trustee an officers' certificate and an opinion of counsel, each stating that such consolidation, merger or disposition and such supplemental indenture, if any, comply with the Indenture.

The above do not apply to any sale, assignment, transfer, conveyance, lease or other disposition of assets by any Restricted Subsidiary to the Issuer. Clauses (3) and (4) above do not apply to (1) any merger or consolidation of any Restricted Subsidiary into the Issuer or (2) any merger or consolidation of the Issuer with or into an Affiliate solely for the purpose of reorganizing the Issuer in another jurisdiction.

(b) A Guarantor may not sell or otherwise dispose of, in one or more related transactions, all or substantially all of its properties or assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person, other than the Issuer or another Guarantor, unless:

(1) immediately after giving effect to such transaction or series of transactions, no Default or Event of Default exists; and

(2) either:

(a) (i) in the case of a consolidation or merger, the Guarantor is the surviving Person or

(ii) the Person acquiring the properties or assets in any such sale or other disposition or the Person formed by or surviving any such consolidation or merger (if other than the Guarantor) unconditionally assumes all the obligations of that Guarantor under its Note Guarantee and the Indenture pursuant to a supplemental indenture in form reasonably satisfactory to the trustee; or

(b) such transaction or series of transactions does not violate the "Asset Sale" provisions of the Indenture.

Notwithstanding the foregoing, any Guarantor may (A) consolidate with, merge into or sell, assign, transfer, convey, lease or otherwise dispose of all or part of its properties and assets to the Issuer or to another Guarantor or (B) dissolve, liquidate or windup its affairs if at that time it does not hold any material assets.

Transactions with Affiliates

The Issuer will not, and will not permit any Restricted Subsidiary to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Issuer (each, an "Affiliate Transaction"), unless:

(1) the Affiliate Transaction is on terms that are no less favorable to the Issuer or the relevant Restricted Subsidiary (as applicable) than those that would have been obtained in a comparable transaction by the Issuer or such Restricted Subsidiary with an unrelated Person; and

(2) the Issuer delivers to the trustee:

(a) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $20.0 million, a resolution of the Board of Directors of the Issuer set forth in an officers' certificate certifying that such Affiliate Transaction or series of related Affiliated Transactions complies with this covenant and that such Affiliate Transaction or series of related Affiliate Transactions has been approved by a majority of the disinterested members of the Board of Directors of the Issuer, if any; and

(b) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $35.0 million, an opinion as to the fairness to the Issuer or such Restricted Subsidiary of such Affiliate Transaction or series of related Affiliate Transactions from a financial point of view issued by an accounting, appraisal or investment banking firm of national standing.

The following items are not deemed to be Affiliate Transactions and, therefore, are not subject to the provisions of the prior paragraph:

(1) any employment or consulting agreement, employee benefit plan, stock ownership or stock option plan, officer or director indemnification, compensation or severance agreement or any similar arrangement existing on the date of the Indenture and any entered into thereafter by the Issuer or any Restricted Subsidiary in the ordinary course of business or customary in the Oil and Gas Business and payments, awards, grants or issuances pursuant thereto;

(2) loans or advances to employees of the Issuer or any Restricted Subsidiary made in the ordinary course of business in an aggregate principal amount not to exceed $2.0 million at any one time outstanding;

(3) transactions between or among the Issuer and one or more Restricted Subsidiaries (or any entity that becomes a Restricted Subsidiary as a result of such transaction);

(4) transactions with a Person (other than an Unrestricted Subsidiary of the Issuer) that is an Affiliate of the Issuer solely because the Issuer owns, directly or indirectly, an Equity Interest in, or otherwise controls, such Person;

(5) payment of customary fees and reimbursements of expenses and other benefits (pursuant to indemnity arrangements or otherwise) of officers, directors, employees or consultants of the Issuer, any Restricted Subsidiary or an Affiliate of the Issuer, including provisions of officers' and directors' liability insurance;

(6) any issuance of Equity Interests (other than Disqualified Stock) of the Issuer to, or receipt of capital contributions from, Affiliates of the Issuer;

(7) Permitted Investments or Restricted Payments that do not violate the provisions of the Indenture described above under the caption "−Certain Covenants−Restricted Payments," including any transaction that would constitute a Restricted Payment but for the exclusions from the definition thereof;

(8) any transaction between the Issuer or any of its Restricted Subsidiaries and any Person that would not otherwise constitute an Affiliate Transaction except for the fact that one director of such other Person is also a director of the Issuer or such Restricted Subsidiary, as applicable; *provided* that such director abstains from voting as a director of the Issuer or such Restricted Subsidiary, as applicable, on any matter involving such other Person;

(9) pledges by the Issuer or any Restricted Subsidiary of the Issuer of Equity Interests in Unrestricted Subsidiaries for the benefit of lenders or other creditors of the Issuer's Unrestricted Subsidiaries;

(10) transactions effected, and payments made, in accordance with the terms of the agreements as such agreements are in effect on the date of the Indenture and, except in the case of agreements entered into during any time that this covenant is suspended in accordance with the terms of the Indenture, described in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2011, as amended, under the caption "Management's Discussion and Analysis of Financial Condition and Results of Operations−Related Party Transactions" and, in each case, any amendment or replacement of any of such agreements so long as such amendment or

replacement agreement is not materially more disadvantageous, taken as a whole, to the holders of the notes than the agreement so amended or replaced, as determined in good faith by the Board of Directors of the Issuer;

(11) transactions with Unrestricted Subsidiaries, customers, clients, suppliers or purchasers or sellers of goods or services, or lessors or lessees of property, in each case in the ordinary course of business and otherwise in compliance with the terms of the Indenture (a) which are, in the aggregate (taking into account all the costs and benefits associated with such transactions), not materially less favorable to the Issuer and its Restricted Subsidiaries than those that would have been obtained in a comparable transaction by the Issuer or such Restricted Subsidiary with a Person that is not an Affiliate, in the reasonable determination of the Board of Directors of the Issuer or the senior management thereof, or are on terms at least as favorable as might reasonably have been obtained at such time from a Person that is not an Affiliate and (b) with respect to which the Issuer has complied with clause (2)(a) or (2)(b) of the prior paragraph; and

(12) in the case of contracts for exploring for, producing, marketing, storing, treating or otherwise handling, gathering, processing or transporting Hydrocarbons, or activities or services reasonably related or ancillary thereto, or other operational contracts, any such contracts entered into in the ordinary course of business or customary in the Oil and Gas Business and otherwise in compliance with the terms of the Indenture (a) which are fair to the Issuer or any Restricted Subsidiary, in the reasonable determination of the Board of Directors of the Issuer or the senior management thereof, or are on terms at least as favorable as might reasonably have been obtained at such time from a Person that is not an Affiliate and (b) with respect to which the Issuer has complied with clause (2)(a) or (2)(b) of the prior paragraph.

Additional Note Guarantees

The Issuer will not permit any of its Restricted Subsidiaries that are not then Guarantors to either (a) guarantee the payment of any Indebtedness of the Issuer or any other Guarantor or (b) incur any Indebtedness, in each case, under any Credit Facility pursuant to clause (1) of the second paragraph under the covenant described under the caption "Certain Covenants−Incurrence of Indebtedness and Issuance of Preferred Stock," in each case, unless such Subsidiary becomes a Guarantor by executing a supplemental indenture and a joinder or supplement to the Registration Rights Agreements and delivering an opinion of counsel reasonably satisfactory to the trustee within 30 business days after the date that Subsidiary was acquired or created or on which it guaranteed such Indebtedness; provided, however that this covenant does not apply with respect to any Restricted Subsidiary that, on the date of the Indenture, was a Foreign Subsidiary that guarantees the payment of any Indebtedness of the Issuer under any Credit Facility pursuant to clause (1) of the second paragraph under the covenant described under the caption "Certain Covenants−Incurrence of Indebtedness and Issuance of Preferred Stock." The Issuer may elect, in its sole discretion, to cause any Subsidiary that is not otherwise required to be a Guarantor to become a Guarantor.

Designation of Restricted and Unrestricted Subsidiaries

On the date hereof, Eureka Hunter Holdings, LLC, Eureka Hunter Pipeline, LLC, Eureka Hunter Land, LLC, Energy Hunter Securities, Inc., Magnum Hunter Midstream, LLC, Magnum Hunter Services, LLC, MHR Callco Corporation, MHR Exchangeco Corporation, Triad Hunter Gathering, LLC, TransTex Hunter, LLC (formerly known as TransTex Gas Services, LLC), Sentra Corporation, Williston Hunter Canada, Inc. (formerly known as Nuloch Resources, Inc.) and 54NG, LLC are Unrestricted Subsidiaries. The Board of Directors of the Issuer may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate Fair Market Value of all outstanding Investments owned by the Issuer or the Restricted Subsidiaries in the Subsidiary

designated as an Unrestricted Subsidiary will be deemed to be either an Investment made as of the time of the designation that will reduce the amount available for Restricted Payments under the covenant described above under the caption "−Certain Covenants−Restricted Payments" or represent a Permitted Investment under one or more clauses of the definition of Permitted Investments, as determined by the Issuer. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary.

Any designation of a Subsidiary of the Issuer as an Unrestricted Subsidiary will be evidenced to the trustee by filing with the trustee a certified copy of a resolution of the Board of Directors giving effect to such designation and an officers' certificate certifying that such designation complied with the preceding conditions and was permitted by the covenant described above under the caption "−Certain Covenants−Restricted Payments." If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of the Indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary as of such date and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under the caption "−Certain Covenants−Incurrence of Indebtedness and Issuance of Preferred Stock," the Issuer will be in default of such covenant.

The Board of Directors of the Issuer may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided* that such designation will be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of any outstanding Indebtedness of such Unrestricted Subsidiary, and such designation will only be permitted if (1) such Indebtedness is permitted under the covenant described under the caption "−Certain Covenants−Incurrence of Indebtedness and Issuance of Preferred Stock," calculated on a pro forma basis as if such designation had occurred at the beginning of the applicable reference period; and (2) no Default or Event of Default would be in existence following such designation.

Reports

The Indenture provides that, whether or not the Issuer is subject to the reporting requirements of Section 13 or Section 15(d) of the Exchange Act, to the extent not prohibited by the Exchange Act, the Issuer will file with the SEC, and make available to the trustee and the holders of the notes without cost to any holder, the annual reports and the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) that are specified in Sections 13 and 15(d) of the Exchange Act and applicable to a U.S. corporation within five business days following the time periods specified therein. In the event that the Issuer is not permitted to file such reports, documents and information with the SEC pursuant to the Exchange Act, the Issuer will nevertheless make available such Exchange Act information to the trustee and the holders of the notes without cost to any holder as if the Issuer were subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act within the time periods specified therein with respect to a non-accelerated filer by posting such information on a freely accessible page of its website.

The Issuer will be deemed to have furnished such reports and other information to the trustee and the holders of notes if it has filed such reports and other information with the SEC using the EDGAR filing system (or any successor filing system) or, if such system is not available to the Issuer, if it has filed such reports and other information on a freely accessible page of its website, and in each case, such reports and other information are publicly available thereon.

In addition, to the extent not satisfied by the foregoing, the Issuer agrees that, for so long as any notes are outstanding, it will furnish to holders of the notes and to securities analysts and prospective

investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

If at any time the Issuer is not subject to the reporting requirements of Section 13 or Section 15(d) of the Exchange Act, then the Issuer shall hold quarterly conference calls that are publicly accessible within 5 business days after the Issuer's earnings for the prior fiscal period have been made available to its stockholders, beginning when earnings for the quarter ended June 30, 2012 have been made available pursuant to this covenant. To the extent applicable, no fewer than three business days prior to the date of each such conference call, the Issuer shall issue a press release to an appropriate U.S. wire service announcing the time, the date of and access information related to such conference call. The trustee shall have no responsibility for determining whether or not such conference calls have been held.

Events of Default and Remedies

Each of the following is *an "Event of Default":*

(1) default for 30 days in the payment when due of interest and Additional Interest, if any, on the notes;

(2) default in the payment when due (at stated maturity, upon redemption or otherwise) of the principal of, or premium, if any, on, the notes;

(3) failure by the Issuer to comply with the provisions described under the captions "−Repurchase at the Option of Holders−Change of Control" or "−Certain Covenants−Merger, Consolidation or Sale of Assets";

(4) failure by the Issuer or any Restricted Subsidiary for 60 days after notice to the Issuer by the trustee or the holders of at least 25% in aggregate principal amount of the notes then outstanding to comply with any of the other agreements in the Indenture;

(5) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Issuer or any Restricted Subsidiary (or the payment of which is guaranteed by the Issuer or any Restricted Subsidiary), whether such Indebtedness or Guarantee now exists, or is created after the date of the Indenture, if that default:

(a) is caused by a failure to pay principal of, premium on, if any, or interest, if any, on, such Indebtedness when due after giving effect to any grace period provided in such Indebtedness (a "Payment Default"); or

(b) results in the acceleration of such Indebtedness prior to its express maturity, and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates $20.0 million or more; *provided*, *however*, if, prior to any acceleration of the notes, (i) any such Payment Default is cured or waived, (ii) any such acceleration is rescinded, or (iii) such Indebtedness is repaid during the 10 business day period commencing upon the end of any applicable grace period for such Payment Default or the occurrence of such acceleration, as the case may be, any Default or Event of Default (but not any acceleration of the notes) caused by such Payment Default or acceleration shall be automatically rescinded, so long as such rescission does not conflict with any judgment, decree or applicable law;

(6) failure by the Issuer or any Restricted Subsidiary to pay final judgments entered by a court or courts of competent jurisdiction aggregating in excess of $20.0 million (to the extent not

covered by insurance by a reputable and creditworthy insurer as to which the insurer has not disclaimed coverage), which judgments are not paid, discharged or stayed, for a period of 60 days;

(7) except as permitted by the Indenture, any Note Guarantee is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect, or any Guarantor denies or disaffirms its obligations under its Note Guarantee; and

(8) certain events of bankruptcy or insolvency described in the Indenture with respect to the Issuer or any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary.

In the case of an Event of Default arising from certain events of bankruptcy or insolvency, with respect to the Issuer, any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, all notes then outstanding will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the trustee or the holders of at least 25% in aggregate principal amount of the notes then outstanding may declare all the notes to be due and payable immediately.

Subject to certain limitations, holders of a majority in aggregate principal amount of the notes then outstanding may direct the trustee in its exercise of any trust or power. The trustee may withhold from holders of the notes notice of any continuing Default or Event of Default if it determines that withholding notice is in their interest, except a Default or Event of Default relating to the payment of principal of, premium on, if any, and interest and Additional Interest, if any, on, the notes.

Subject to the provisions of the Indenture relating to the duties of the trustee, in case an Event of Default occurs and is continuing, the trustee is under no obligation to exercise any of the rights or powers under the Indenture at the request or direction of any holders of notes unless such holders have offered to the trustee indemnity or security satisfactory to it against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium, if any, or interest or Additional Interest, if any, when due, no holder of a note may pursue any remedy with respect to the Indenture or the notes unless:

(1) such holder has previously given the trustee written notice that an Event of Default is continuing;

(2) holders of at least 25% in aggregate principal amount of the notes then outstanding make a written request to the trustee to pursue the remedy;

(3) such holder or holders offer and, if requested, provide to the trustee security or indemnity satisfactory to the trustee against any loss, liability or expense;

(4) the trustee does not comply with such request within 60 days after receipt of the request and the offer of security or indemnity; and

(5) during such 60-day period, holders of a majority in aggregate principal amount of the notes then outstanding do not give the trustee a direction inconsistent with such request.

The holders of a majority in aggregate principal amount of the notes then outstanding by written notice to the trustee may, on behalf of the holders of all of the notes, rescind an acceleration or waive any existing Default or Event of Default and its consequences under the Indenture, if the rescission would not conflict with any judgment or decree, except a continuing Default or Event of Default in the payment of principal of, premium on, if any, or interest or Additional Interest, if any, on, the notes.

The Issuer is required to deliver to the trustee annually a statement regarding compliance with the Indenture. Upon any officer of the Issuer becoming aware of any Default or Event of Default, the Issuer is required to deliver to the trustee a statement specifying such Default or Event of Default.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, member, partner, incorporator or stockholder of the Issuer or any Restricted Subsidiary, as such, will have any liability for any obligations of the Issuer or the Guarantors under the notes, the Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation or the transactions contemplated thereby. Each holder of notes by accepting a note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Legal Defeasance and Covenant Defeasance

The Issuer may at any time, at the option of its Board of Directors evidenced by a resolution set forth in an officers' certificate, elect to have all of its obligations discharged with respect to the notes then outstanding and all obligations of the Guarantors discharged with respect to their Note Guarantees ("Legal Defeasance") except for:

(1) the rights of holders of notes then outstanding to receive payments in respect of the principal of, premium on, if any, or interest, if any, on, such notes when such payments are due from the trust referred to below;

(2) the Issuer's obligations with respect to the notes concerning issuing temporary notes, registration of notes, mutilated, destroyed, lost or stolen notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(3) the rights, powers, trusts, duties and immunities of the trustee under the Indenture, and the Issuer's and the Guarantors' obligations in connection therewith; and

(4) the Legal Defeasance provisions of the Indenture.

In addition, the Issuer may, at its option and at any time, elect to have its obligations and the obligations of the Guarantors released with respect to certain covenants (including its obligation to make Change of Control Offers and Asset Sale Offers) that are described in the Indenture ("Covenant Defeasance") and thereafter any omission to comply with those covenants will not constitute a Default or Event of Default with respect to the notes. In the event Covenant Defeasance occurs, all Events of Default described under "−Events of Default and Remedies" (except those relating to payments on the notes or bankruptcy or insolvency events) will no longer constitute an Event of Default with respect to the notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) the Issuer must irrevocably deposit with the trustee, in trust, for the benefit of the holders of the notes, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in amounts as will be sufficient, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants, to pay the principal of, premium on, if any, and interest, if any, on, the notes then outstanding on the stated date for payment thereof or on the applicable redemption date, as the case may be, and the Issuer must specify whether the notes are being defeased to such stated date for payment or to a particular redemption date;

(2) in the case of Legal Defeasance, the Issuer must deliver to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that (a) the Issuer has received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the date of the Indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel will confirm that, the holders of the notes then outstanding will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the

same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Issuer must deliver to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that the holders of the notes then outstanding will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default has occurred and is continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit (and any similar concurrent deposit relating to other Indebtedness), and the granting of Liens to secure such borrowings);

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than the Indenture and the agreements governing any other Indebtedness being defeased, discharged or replaced) to which the Issuer or any of its Subsidiaries is a party or by which the Issuer or any of its Subsidiaries is bound;

(6) the Issuer must deliver to the trustee an officers' certificate stating that the deposit was not made by the Issuer with the intent of preferring the holders of notes over the other creditors of the Issuer with the intent of defeating, hindering, delaying or defrauding any creditors of the Issuer or others; and

(7) the Issuer must deliver to the trustee an officers' certificate and an opinion of counsel, reasonably acceptable to the trustee, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Amendment, Supplement and Waiver

Except as provided in the next two succeeding paragraphs, the Indenture, the notes or the Note Guarantees may be amended or supplemented with the consent of the holders of a majority in aggregate principal amount of the notes then outstanding (including, without limitation, additional notes, if any) voting as a single class (including, without limitation, consents obtained in connection with a tender offer or exchange offer for, or purchase of, the notes), and any existing Default or Event of Default or compliance with any provision of the Indenture, the notes or the Note Guarantees may be waived with the consent of the holders of a majority in aggregate principal amount of the notes then outstanding (including, without limitation, additional notes, if any) voting as a single class (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, notes).

Without the consent of each holder of notes affected, an amendment, supplement or waiver may not (with respect to any notes held by a non-consenting holder):

(1) reduce the principal amount of notes whose holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or change the fixed maturity of any note or alter or waive any of the provisions with respect to the redemption or repurchase of the notes (except those provisions relating to the covenants described above under the caption "−Repurchase at the Option of Holders");

(3) reduce the rate of or change the time for payment of interest, including default interest, on any note;

(4) waive a Default or Event of Default in the payment of principal of, premium on, if any, or interest, if any, on, the notes (except a rescission of acceleration of the notes by the holders of a majority in aggregate principal amount of the notes then outstanding and a waiver of the payment default that resulted from such acceleration);

(5) make any note payable in money other than that stated in the notes;

(6) make any change in the provisions of the Indenture relating to waivers of past Defaults or the rights of holders of notes to receive payments of principal of, premium on, if any, or interest, if any, on, the notes (other than as permitted by clause (7) below);

(7) waive a redemption or repurchase payment with respect to any note (other than a payment required by one of the covenants described above under the caption "−Repurchase at the Option of Holders");

(8) release any Guarantor from any of its obligations under its Note Guarantee or the Indenture, except in accordance with the terms of the Indenture;

(9) make any change in the preceding amendment, supplement and waiver provisions; or

(10) make any change to or modify the ranking of the notes.

Notwithstanding the preceding, without the consent of any holder of notes, the Issuer, the Guarantors and the trustee may amend or supplement the Indenture, the notes or the Note Guarantees:

(1) to cure any ambiguity, omission, defect or inconsistency;

(2) to provide for uncertificated notes in addition to or in place of certificated notes;

(3) to provide for the assumption of the Issuer's or a Guarantor's obligations to holders of notes and Note Guarantees in the case of a merger or consolidation or sale of all or substantially all of the Issuer's or such Guarantor's assets, as applicable, including the addition of any required co-issuer of the notes;

(4) to make any change that would provide any additional rights or benefits to the holders of notes or that does not adversely affect the legal rights under the Indenture of any holder of the notes in any material respect;

(5) to conform the text of the Indenture, the notes or the Note Guarantees to any provision of this "Description of the Exchange Notes";

(6) to provide for the issuance of the Exchange Notes and related Note Guarantees or additional notes and related Note Guarantees in accordance with the provisions set forth in the Indenture;

(7) to secure the notes or the Note Guarantees pursuant to the requirements of the covenant described above under the subheading "−Certain Covenants−Liens";

(8) to add any additional Guarantor or to evidence the release of any Guarantor from its Note Guarantee, in each case as provided in the Indenture;

(9) to evidence or provide for the acceptance of appointment under the Indenture of a successor trustee;

(10) to comply with any requirements to effect or maintain the qualification of the Indenture under the Trust Indenture Act; or

(11) to comply with the rules of any applicable securities depository.

Satisfaction and Discharge

The Indenture will be discharged and will cease to be of further effect as to all notes issued thereunder (except as to surviving rights of registration of transfer or exchange of the notes and as otherwise specified in the Indenture), when:

(1) either:

(a) all notes that have been authenticated, except lost, stolen or destroyed notes that have been replaced or paid and notes for whose payment money has been deposited in trust and thereafter repaid to the Issuer, have been delivered to the trustee for cancellation; or

(b) all notes that have not been delivered to the trustee for cancellation have become due and payable by reason of the mailing of a notice of redemption or otherwise or will become due and payable within one year and the Issuer or any Guarantor has irrevocably deposited or caused to be deposited with the trustee as trust funds in trust solely for the benefit of the holders, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in such amounts as will be sufficient, without consideration of any reinvestment of interest, to pay and discharge the entire Indebtedness on the notes not delivered to the trustee for cancellation for principal of, premium on, if any, or interest, if any, on, the notes to the date of stated maturity or redemption;

(2) in respect of clause (1)(b), no Default or Event of Default has occurred and is continuing on the date of the deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit and any similar deposit relating to other Indebtedness and, in each case, the granting of Liens to secure such borrowings);

(3) the Issuer has paid or caused to be paid all sums payable by the Issuer under the Indenture; and

(4) the Issuer has delivered irrevocable instructions to the trustee to apply the deposited money toward the payment of the notes at stated maturity or on the redemption date, as the case may be.

In addition, the Issuer must deliver an officers' certificate and an opinion of counsel to the trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Concerning the Trustee

If the trustee becomes a creditor of the Issuer or any Guarantor, the Indenture limits the right of the trustee to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest after a Default has occurred and is continuing it must eliminate such conflict within 90 days or resign.

The holders of a majority in aggregate principal amount of the notes then outstanding have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the trustee, subject to certain exceptions. In case an Event of Default has occurred and is continuing, the trustee will be required, in the exercise of its powers, to use the degree of care of a prudent Person in the conduct of his or her own affairs. Subject to such provisions, the trustee is under no obligation to exercise any of its rights or powers under the Indenture at the request of any holder of notes, unless such holder has offered to the trustee indemnity or security satisfactory to it against any loss, liability or expense.

Governing Law

The Indenture, the notes and the Note Guarantees are governed by, and will be construed in accordance with, the laws of the State of New York.

Certain Definitions

Set forth below are certain defined terms used in the Indenture. Reference is made to the Indenture for a full disclosure of all defined terms used therein, as well as any other capitalized terms used herein for which no definition is provided.

"*Acquired Debt*" means, with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person, whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Restricted Subsidiary of, such specified Person; and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"*Add-On Initial Purchasers*" means Citigroup Global Markets Inc., BMO Capital Markets Corp., Deutsche Bank Securities Inc., Goldman, Sachs & Co., Capital One Southcoast, Inc., RBC Capital Markets, LLC, Merrill Lynch Pierce, Fenner & Smith Incorporated, Credit Suisse Securities (USA) LLC, UBS Securities LLC, ABN AMRO Securities (USA) LLC, KeyBanc Capital Markets Inc. and SunTrust Robinson Humphrey, Inc.

"*Additional Interest*" means all additional interest then owing pursuant to the Registration Rights Agreements.

"*Adjusted Consolidated Net Tangible Assets*" means (without duplication), as of the date of determination,

(1) the sum of:

(a) the discounted future net revenues from proved oil and natural gas reserves of the Issuer and all Restricted Subsidiaries calculated in accordance with SEC guidelines before any state or federal income taxes, as estimated in a Reserve Report prepared as of the end of the Issuer's most recently completed fiscal year, which Reserve Report is prepared or reviewed by independent petroleum engineers as to proved reserves accounting for at least 80% of all such discounted future net revenues and by the Issuer's petroleum engineers with respect to any other Proved Reserves covered by such report, as increased by, as of the date of determination, the estimated discounted future net revenues from:

(i) estimated proved oil and natural gas reserves of the Issuer and all Restricted Subsidiaries acquired since the date of such year-end Reserve Report, and

(ii) estimated proved oil and natural gas reserves of the Issuer and all Restricted Subsidiaries attributable to extensions, discoveries and other additions and upward revisions of estimates of proved oil and natural gas reserves (including previously estimated development costs incurred during the period and the accretion of discount since the prior period end) since the date of such year-end Reserve Report due to exploration, development or exploitation, production or other activities which would, in accordance with standard industry practice, cause such revisions,

and *decreased by*, as of the date of determination, the discounted future net revenue attributable to:

(iii) estimated proved oil and natural gas reserves of the Issuer and all Restricted Subsidiaries reflected in such Reserve Report produced or disposed of since the date of such year-end Reserve Report, and

(iv) reductions in estimated proved oil and natural gas reserves of the Issuer and all Restricted Subsidiaries reflected in such Reserve Report attributable to downward revisions of estimates of proved oil and natural gas reserves since such year-end due to changes in geological conditions or other factors which would, in accordance with standard industry practice, cause such revisions, in each case calculated on a pre-tax basis;

in the case of the preceding clauses (i) through (iv), calculated in accordance with SEC guidelines (utilizing the prices utilized in such Person's year-end reserve report) and estimated by the Issuer's petroleum engineers or any independent petroleum engineers engaged by the Issuer for that purpose;

(b) the capitalized costs that are attributable to Oil and Gas Properties of the Issuer and all Restricted Subsidiaries to which no proved oil and natural gas reserves are attributable, based on the Issuer's books and records as of a date no earlier than the last day of the Issuer's most recent quarterly or annual period for which internal financial statements are available;

(c) the Consolidated Net Working Capital of the Issuer and all Restricted Subsidiaries as of a date no earlier than the last day of the Issuer's most recent quarterly or annual period for which internal financial statements are available; and

(d) the greater of:

(i) the net book value and

(ii) the appraised value, as estimated by independent appraisers, of other tangible assets

in each case, of the Issuer and all Restricted Subsidiaries as of a date no earlier than the last day of the date of the Issuer's most recent quarterly or annual period for which internal financial statements are available; *provided* that if no such appraisal has been performed, no Person shall not be required to obtain such an appraisal and only clause (d)(i) of this definition shall apply, *minus* to the extent not otherwise taken into account in the immediately preceding clause (1), (2) the sum of:

(a) minority interests,

(b) to the extent not otherwise taken into account in Consolidated Net Working Capital, any net gas balancing liabilities of the Issuer and all Restricted Subsidiaries as of the last day of the Issuer's most recent annual or quarterly period for which internal financial statements are available;

(c) to the extent included in clause (1)(a) above, the discounted future net revenues, calculated in accordance with SEC guidelines (utilizing the prices utilized in the Issuer's year-end reserve report), attributable to reserves that are required to be delivered to third parties to fully satisfy the obligations of the Issuer and all Restricted Subsidiaries with respect to Volumetric Production Payments on the schedules specified with respect thereto, and

(d) the discounted future net revenues, calculated in accordance with SEC guidelines, attributable to reserves subject to Dollar-Denominated Production Payments that, based on

the estimates of production and price assumptions included in determining the discounted future net revenues specified in (1)(a) above, would be necessary to fully satisfy the payment obligations of the Issuer and all Restricted Subsidiaries with respect to Dollar-Denominated Production Payments on the schedules specified with respect thereto.

If the Issuer changes its method of accounting from the successful efforts method to the full costs method or a similar method of accounting, "Adjusted Consolidated Net Tangible Assets" will continue to be calculated as if the Issuer were still using the successful efforts method of accounting.

"*Affiliate*" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "*control*," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "*controlling*," "*controlled by*" and "*under common control with*" have correlative meanings.

"*Applicable Premium*" means, with respect to any note on any redemption date, the greater of:

(1) 1.0% of the principal amount of the note; and

(2) the excess of:

(a) the present value at such redemption date of (i) the redemption price of the note at May 15, 2016 (such redemption price being set forth in the table appearing above under the caption "−Optional Redemption") plus (ii) all required interest payments due on the note through May 15, 2016 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points discounted to such redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months), over

(b) the principal amount of the note.

"*Asset Sale*" means:

(1) the sale, lease, conveyance or other disposition of any assets or rights by the Issuer or any of its Restricted Subsidiaries; *provided* that the sale, lease, conveyance or other disposition of all or substantially all of the properties or assets of the Issuer and its Subsidiaries taken as a whole will not be an "Asset Sale," but will be governed by the provisions of the Indenture described above under the caption "−Repurchase at the Option of Holders−Change of Control" and/or the provisions described above under the caption "−Certain Covenants−Merger, Consolidation or Sale of Assets" and not by the provisions described under the caption "−Repurchase at the Option of Holders−Asset Sales"; and

(2) the issuance of Equity Interests by any Restricted Subsidiaries or the sale by the Issuer or any of its Restricted Subsidiaries of Equity Interests in any of the Issuer's Subsidiaries (other than (a) directors' qualifying shares required by applicable law to be held by a Person other than the Issuer or any Restricted Subsidiary and (b) the issuance of Preferred Stock to the extent permitted by the covenant described under the caption "−Certain Covenants−Incurrence of Indebtedness and Issuance of Preferred Stock").

Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale:

(1) any single transaction or series of related transactions that involves assets having a Fair Market Value of less than $10.0 million;

(2) a transfer of assets between or among the Issuer and the Restricted Subsidiaries;

(3) an issuance or sale of Equity Interests by a Restricted Subsidiary to the Issuer or to any other Restricted Subsidiary;

(4) the sale, assignment, lease, license, abandonment, transfer or other disposition of (a) products, services or accounts receivable in the ordinary course of business or customary in the Oil and Gas Business, (b) damaged, worn-out, unserviceable or obsolete or excess assets and (c) other assets no longer necessary or useful in the conduct of the business of the Issuer and the Restricted Subsidiaries taken as whole);

(5) licenses and sublicenses by the Issuer or any Restricted Subsidiary of software or intellectual property in the ordinary course of business or customary in the Oil and Gas Business;

(6) any surrender or waiver of contract rights or settlement, release, recovery on or surrender of contract, tort or other claims in the ordinary course of business;

(7) the creation or perfections of a Lien not prohibited by the covenant described above under the caption "−Certain Covenants−Liens";

(8) the sale or other disposition of cash or Cash Equivalents, Hedging Obligations permitted to be incurred pursuant to the covenant described under "Certain Covenants−Incurrence of Indebtedness and Issuance of Preferred Stock" or other financial assets;

(9) a Restricted Payment that does not violate the covenant described above under the caption "−Certain Covenants−Restricted Payments" (or a disposition that would constitute a Restricted Payment but for the exclusion from the definition thereof) or a Permitted Investment;

(10) sale or transfer of Hydrocarbons or other mineral products in the ordinary course of business;

(11) an Asset Swap;

(12) expiration or lapse of exploration tenement licenses and sublicenses of the Issuer or any of its Subsidiaries in the ordinary course of business;

(13) the dilution or forfeiture of working interests of the Issuer or any of its Subsidiaries pursuant to the operating agreements or other instruments or agreements in the ordinary course of business;

(14) farm-outs, leases or subleases of undeveloped Oil and Gas Properties, deemed transfers of working interests under any joint operating agreement as the result of electing (or being deemed to have elected) not to participate in the drilling operations for a new well and assignments and under pooling or unitization agreements or other similar contracts that are usual and customary in the Oil and Gas Business;

(15) dispositions of crude oil and natural gas properties, *provided* that at the time of any such disposition such properties do not have associated with them any proved reserves; and

(16) any Production Payments and Reserve Sales; *provided* that any such Production Payments and Reserve Sales, other than incentive compensation programs on terms that are reasonably customary in the Oil and Gas Business for geologists, geophysicists and other providers of technical services to the Issuer or a Restricted Subsidiary, shall have been created, incurred, issued, assumed or Guaranteed in connection with the financing of, and within 60 days after the acquisition of, the property that is subject thereto.

"*Asset Sale Offer*" has the meaning assigned to that term in "Repurchase at the Option of Holders−Asset Sales."

"*Asset Swap*" means any substantially contemporaneous (and in any event occurring within 180 days of each other) purchase and sale or exchange of any assets (including leases) or properties used or useful in the Oil and Gas Business (excluding Capital Stock) between or among the Issuer or any Restricted Subsidiary and one or more other Persons; *provided* that the Fair Market Value of the properties or assets traded or exchanged by the Issuer or such Restricted Subsidiary (together with any cash and Cash Equivalents) is reasonably equivalent to the Fair Market Value of the properties or assets (together with any cash and Cash Equivalents) to be received by the Issuer or such Restricted Subsidiary, and *provided further* that any net cash received must be applied in accordance with the provisions described above under the caption "−Repurchase at the Option of Holders−Asset Sales" if then in effect.

"*Attributable Debt*" in respect of a sale and leaseback transaction means, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP; *provided*, *however*, that if such sale and leaseback transaction results in a Capital Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of "Capital Lease Obligation."

"*Beneficial Owner*" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"*Board of Directors*" means:

(1) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;

(2) with respect to a partnership, the Board of Directors of the general partner of the partnership;

(3) with respect to a limited liability company, the managing member or members or any controlling committee of managing members thereof; and

(4) with respect to any other Person, the board or committee of such Person serving a similar function.

"*Capital Lease Obligation*" means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet prepared in accordance with GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty.

"*Capital Stock*" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

"*Cash Equivalents*" means:

(1) United States dollars;

(2) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality of the United States government (*provided* that the full faith and credit of the United States is pledged in support of those securities) having maturities of not more than one year from the date of acquisition;

(3) marketable general obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and, at the time of acquisition thereof, having a credit rating of "A" or better from either S&P or Moody's;

(4) certificates of deposit and eurodollar time deposits with maturities of six months or less from the date of acquisition, bankers' acceptances with maturities not exceeding one year and overnight bank deposits, in each case, with any U.S. commercial bank having capital and surplus in excess of $500.0 million;

(5) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (2), (3) and (4) above entered into with any financial institution meeting the qualifications specified in clause (4) above;

(6) commercial paper having one of the two highest ratings obtainable from Moody's or S&P and, in each case, maturing within one year after the date of acquisition; and

(7) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (1) through (6) of this definition.

"*Change of Control*" means the occurrence of any of the following:

(1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Issuer and the Restricted Subsidiaries taken as a whole to any Person (including any "person" (as that term is used in Section 13(d)(3) of the Exchange Act));

(2) the adoption of a plan relating to the liquidation or dissolution of the Issuer;

(3) the consummation of any transaction (including, without limitation, any merger or consolidation), the result of which is that any Person (including any "person" (as defined above) becomes the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of the Issuer, measured by voting power rather than number of shares; or

(4) the first day on which a majority of the members of the Board of Directors of the Issuer are not Continuing Directors.

Notwithstanding the preceding, a conversion of the Issuer or any Restricted Subsidiary from a limited partnership, corporation, limited liability company or other form of entity to a limited liability company, corporation, limited partnership or other form of entity or an exchange of all of the outstanding Equity Interests in one form of entity for Equity Interests in another form of entity shall not constitute a Change of Control, so long as following such conversion or exchange the "persons" (as that term is used in Section 13(d)(3) of the Exchange Act) who Beneficially Owned the Capital Stock of the Issuer immediately prior to such transactions continue to Beneficially Own in the aggregate

more than 50% of the Voting Stock of such entity, or continue to Beneficially Own sufficient Equity Interests in such entity to elect a majority of its directors, managers, trustees or other persons serving in a similar capacity for such entity or its general partner, as applicable, and, in either case no "person" Beneficially Owns more than 50% of the Voting Stock of such entity or its general partner, as applicable.

"*Change of Control Offer*" has the meaning assigned to that term under "Repurchase at the Option of Holders–Change of Control."

"*Consolidated Cash Flow*" means, with respect to any period, the Consolidated Net Income for such period plus, without duplication:

(1) provision for taxes based on income or profits of the Issuer and all Restricted Subsidiaries for such period, to the extent that such provision for taxes was deducted in computing Consolidated Net Income; plus

(2) the Fixed Charges of the Issuer and all of its Restricted Subsidiaries for such period, to the extent that such Fixed Charges were deducted in computing Consolidated Net Income; plus

(3) depreciation, depletion, amortization (including amortization of intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period), impairment and other non-cash charges and expenses (excluding any such non-cash charge or expense to the extent that it represents an accrual of or reserve for cash charges or expenses in any future period or amortization of a prepaid cash charge or expense that was paid in a prior period) of the Issuer and all Restricted Subsidiaries for such period to the extent that such depreciation, depletion, amortization, impairment and other non-cash charges or expenses were deducted in computing such Consolidated Net Income; plus

(4) any non-recurring fees, expense or charges related to any public offering of Equity Interests, Permitted Investments, acquisitions or Indebtedness permitted to be incurred by the Indenture (in each case, whether or not successful), to the extent that such fees, expenses and charges were deducted in computing Consolidated Net Income; plus

(5) all non-recurring financing costs (whether paid, payable, added to principal or amortized) incurred by the Issuer and all Restricted Subsidiaries in connection with the Credit Facilities and the offering of the notes and any refinancing of any part or the whole of the Credit Facilities or the notes to the extent that such one-off financing costs were deducted in computing Consolidated Net Income; plus

(6) to the extent the Issuer adopts the full cost method, consolidated exploration expense of the Issuer and all Restricted Subsidiaries to the extent that such expenses were deducted in computing Consolidated Net Income; minus

(7) non-cash items increasing such Consolidated Net Income for such period, other than the accrual of revenue and other items in the ordinary course of business; and minus

(8) to the extent increasing such Consolidated Net Income for such period, the sum of (a) the amount of deferred revenues that are amortized during such period and are attributable to reserves that are subject to Volumetric Production Payments and (b) amounts recorded in accordance with GAAP as repayments of principal and interest pursuant to Dollar-Denominated Production Payments, in each case, on a consolidated basis and determined in accordance with GAAP.

"*Consolidated Net Income*" means, with respect to any period, the aggregate of the net income (loss) attributable to the Issuer and its Subsidiaries for such period, on a consolidated basis determined

in accordance with GAAP and without any reduction in respect of preferred stock dividends; *provided* that:

(1) all extraordinary gains or losses and all gains or losses realized in connection with any Asset Sale that is not sold or otherwise disposed of in the ordinary course of business or the disposition of securities or the early extinguishment of Indebtedness, together with any related provision for taxes on any such gain, will be excluded;

(2) the net income (but not loss) of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting will be included only to the extent of the amount of dividends or similar distributions paid in cash to the Issuer or all Restricted Subsidiaries;

(3) the net income (but not loss) of any Restricted Subsidiary will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that net income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders, partners or members (with respect to which the requisite consents have not been obtained or the relevant requirements waived);

(4) the cumulative effect of a change in accounting principles will be excluded;

(5) unrealized losses and gains under derivative instruments included in the determination of Consolidated Net Income, including, without limitation those resulting from the application of Financial Accounting Standards Board Accounting Standards Codification 815 ("*FASB ASC 815*") will be excluded;

(6) any asset impairment write-downs on Oil and Gas Properties under GAAP or SEC guidelines will be excluded;

(7) any non-cash compensation charges shall be excluded, including, but not limited to, (a) any income or charge attributable to a stock-based post-employment benefit program other than the current service costs and any past service costs and curtailments and settlements attributable to such program and (b) any expense referable to equity-settled share-based compensation of employees; and

(8) any extraordinary gain or loss or any gain or loss of a unusual or non-recurring nature, calculated in accordance with GAAP, together with any related provision for taxes (any determination of whether any expense or charge is non-recurring or unusual shall be made by the Issuer's chief financial officer (or such person acting in a similar capacity) pursuant to such officer's good faith judgment) will be excluded.

"*Consolidated Net Working Capital*" means (a) all current assets of the Issuer and all of its Restricted Subsidiaries except current assets from Oil and Natural Gas Hedging Contracts, less (b) all current liabilities of the Issuer and all of its Restricted Subsidiaries, except (i) current liabilities included in Indebtedness and (ii) any current liabilities from Oil and Natural Gas Hedging Contracts, in each case as set forth in the consolidated financial statements of the Issuer prepared in accordance with GAAP (excluding any adjustments made pursuant to FASB ASC 815).

"*continuing*" means, with respect to any Default or Event of Default, that such Default or Event of Default has not been cured or waived.

"*Continuing Directors*" means, as of any date of determination, any member of the Board of Directors of the Issuer who:

(1) was a member of such Board of Directors on the date of the Indenture; or

(2) was nominated for election or elected to such Board of Directors whose election to such Board of Directors or whose nomination for election by the stockholders of the Issuer was approved or consented to by a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination or election.

"*Credit Facilities*" means one or more debt facilities (including the MHR Senior Revolving Credit Facility) or commercial paper facilities, in each case, between the Issuer or any of the Restricted Subsidiaries with banks or other institutional lenders providing for revolving credit loans, term loans or receivables financing (including through the sale of receivables or inventory to such lenders or to special purpose entities formed to borrow from such lenders against such receivables) or letters of credit, in each case, as amended, restated, modified, renewed, refunded, increased, replaced in any manner (whether upon or after termination or otherwise) or refinanced (including refinancing with any capital markets transaction) in whole or in part from time to time (and whether or not with the original trustee, holders, purchasers, administrative agent and lenders or another administrative agent or agents or other lenders and whether provided under the original Credit Facility or any other credit or other agreement or indenture).

"*Default*" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"*Disqualified Stock*" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case, at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the date that is 91 days after the date on which the notes mature. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require the Issuer to repurchase or redeem such Capital Stock upon the occurrence of a change of control or an asset sale will not constitute Disqualified Stock if the terms of such Capital Stock provide that the Issuer may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with the covenant described above under the caption "−Certain Covenants−Restricted Payments." The amount of Disqualified Stock deemed to be outstanding at any time for purposes of the Indenture is the maximum amount that the Issuer and the Restricted Subsidiaries may become obligated to pay upon the maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock, exclusive of accrued dividends.

"*Dollar-Denominated Production Payments*" means production payment obligations recorded as liabilities in accordance with GAAP, together with all undertakings and obligations in connection therewith.

"*Domestic Subsidiary*" means any Subsidiary of the Issuer that was formed under the laws of the United States or any state of the United States or the District of Columbia or that Guarantees or otherwise provides direct credit support for any Indebtedness of the Issuer (other than a Foreign Subsidiary).

"*Equity Interests*" of any Person means (1) any and all Capital Stock of such Person and (2) all rights to purchase, warrants or options (whether or not currently exercisable), participations or other equivalents of or interests in (however designated) such Capital Stock of such Person, but excluding from all of the foregoing any debt securities convertible into Equity Interests, regardless of whether such debt securities include any right of participation with Equity Interests.

"*Equity Offering*" means a sale of Equity Interests of the Issuer (other than Disqualified Stock and other than to a Subsidiary of the Issuer) made for cash on a primary basis by the Issuer after the date of the Indenture.

"*Exchange Notes*" means any notes issued in exchange for notes then outstanding pursuant to a Registration Rights Agreement.

"*Existing Indebtedness*" means all Indebtedness or Disqualified Stock of the Issuer and its Subsidiaries in existence on the date of the Indenture after giving effect to the Recent Transactions, until such amounts are repaid.

"*Existing Preferred Stock*" means the Series C Capital Stock and the Series D Capital Stock.

"*Fair Market Value*" means the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress or necessity of either party, determined in good faith by the Board of Directors of the Issuer in the case of amounts of $25.0 million or more and otherwise by an officer of the Issuer (unless otherwise provided in the Indenture).

"*Fixed Charge Coverage Ratio*" means with respect any period, the ratio of the Consolidated Cash Flow for such period to the Fixed Charges for such period. In the event that the Issuer or any Restricted Subsidiary incurs, assumes, Guarantees, repays, repurchases, redeems, defeases or otherwise discharges any Indebtedness (other than ordinary working capital borrowings) or issues, repurchases or redeems Preferred Stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "*Calculation Date*"), then the Fixed Charge Coverage Ratio will be calculated giving pro forma effect to such incurrence, assumption, Guarantee, repayment, repurchase, redemption, defeasance or other discharge of Indebtedness, or such issuance, repurchase or redemption of Preferred Stock, and the use of the proceeds therefrom, as if the same had occurred at the beginning of the applicable four-quarter reference period.

In addition, for purposes of calculating the Fixed Charge Coverage Ratio:

(1) acquisitions (including, without limitation, a single asset, a division or segment or an entire company) that have been made by the Issuer or any Restricted Subsidiary, including through mergers or consolidations, or any Person acquired by the Issuer or any Restricted Subsidiary, and including all related financing transactions and including increases in ownership of the Issuer or any Restricted Subsidiary, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date, or that are to be made on the Calculation Date, will be given pro forma effect as if they had occurred on the first day of the four-quarter reference period, including any pro forma expense, cost reductions, synergies and other operating improvements (regardless of whether those expenses, cost reductions, synergies or improvements could then be reflected in pro forma financial statements in accordance with Regulation S-X under the Securities Act or any other regulation or policy of the United States Securities and Exchange Commission related thereto) that have occurred or is, in the reasonable judgment of the chief financial or accounting officer, reasonably likely to occur within one year of the Calculation Date;

(2) the Consolidated Cash Flow attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded;

(3) the Fixed Charges attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded, but only to the extent that the obligations giving rise to such Fixed Charges will not be obligations of the Issuer or any Restricted Subsidiary following the Calculation Date;

(4) any Person that is a Restricted Subsidiary on the Calculation Date will be deemed to have been a Restricted Subsidiary at all times during such four-quarter period;

(5) any Person that is not a Restricted Subsidiary on the Calculation Date will be deemed not to have been a Restricted Subsidiary at any time during such four-quarter period; and

(6) if any Indebtedness bears an interest rate at the option of the Issuer or any Subsidiary, the interest rate shall be calculated by applying such option rate chosen by such Person; *provided*, *however*, that interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a Eurocurrency interbank offered rate or other rate shall be deemed to have been based upon the rate actually chosen or, if none, then based upon such optional rate chosen as such Person may designate; *provided further* that if any Indebtedness bears a floating rate of interest, the interest expense on such Indebtedness will be calculated as if the average rate in effect from the beginning of such period to the Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligation applicable to such Indebtedness; *provided* that Hedging Obligations with a remaining term of less than 12 months will be taken into account for the number of months remaining).

For purposes of this definition, whenever pro forma effect is to be given to a transaction, the pro forma calculations shall be made in good faith by the chief financial or chief accounting officer of the Issuer; *provided* that (x) such cost savings are reasonably identifiable, factually supportable, reasonably attributable to the action specified and reasonably anticipated to result from such actions and (y) such actions have been taken or initiated and the benefits resulting therefrom are anticipated by the Issuer to be realized within twelve (12) months, in each case, as certified in such officer's certificate delivered to the trustee. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility, including, without limitation, the MHR Senior Revolving Credit Facility, computed with a pro forma basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period.

"*Fixed Charges*" means the sum, without duplication, of:

(1) the consolidated interest expense of the Issuer or any Restricted Subsidiary for such period, whether paid or accrued (excluding (i) any interest attributable to Dollar-Denominated Production Payments, (ii) write-off of deferred financing costs and (iii) accretion of interest charges on future plugging and abandonment obligations, future retirement benefits and other obligations that do not constitute Indebtedness, but including, without limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of all payments associated with Capital Lease Obligations, imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings), and net of the effect of all payments made or received pursuant to Hedging Obligations in respect of interest rates; plus

(2) the consolidated interest expense of the Issuer or any Restricted Subsidiary that was capitalized during such period; plus

(3) interest on Indebtedness of another Person that is Guaranteed by the Issuer or any Restricted Subsidiary or secured by a Lien (other than a Lien of the type described in clause (13) of the definition of "Permitted Liens") on assets of the Issuer or any Restricted Subsidiary, whether or not such Guarantee or Lien is called upon; plus

(4) all dividends, whether paid or accrued and whether or not in cash, on any series of Disqualified Stock of or any series of Preferred Stock of any Restricted Subsidiary, other than dividends on Equity Interests payable solely in Equity Interests of the Issuer (other than Disqualified Stock) or to the Issuer or any Restricted Subsidiary, in each case, on a consolidated basis and determined in accordance with GAAP.

"*Foreign Subsidiary*" means a Subsidiary other than a Domestic Subsidiary.

"*GAAP*" means generally accepted accounting principles in the United States, which are in effect on the date of the Indenture.

"*Government Securities*" means direct obligations of, or obligations guaranteed by, the United States of America for the payment of which guarantee or obligations the full faith and credit of the United States is pledged.

"*Guarantee*" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise). When used as a verb, "Guarantee" has a correlative meaning.

"*Guarantors*" means each Restricted Subsidiary that executes a Note Guarantee in accordance with the provisions of the Indenture, and their respective successors and assigns, in each case, until the Note Guarantee of such Person has been released in accordance with the provisions of the Indenture.

"*Hedging Obligations*" means, with respect to any specified Person, the obligations of such Person under any (i) Interest Rate Agreement and (ii) Oil and Gas Hedging Contract.

"*Hydrocarbons*" means oil, natural gas, casing head gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all constituents, elements or compounds thereof and products refined or processed therefrom.

"*Indebtedness*" means, with respect to any specified Person, any indebtedness of such Person (excluding accrued expenses and trade payables), whether or not contingent:

(1) in respect of borrowed money;

(2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);

(3) in respect of bankers' acceptances;

(4) representing Capital Lease Obligations or Attributable Debt in respect of sale and leaseback transactions;

(5) representing the balance deferred and unpaid of the purchase price of any property or services due more than six months after such property is acquired or such services are completed, except any such balance that constitutes an accrued expense or trade payable; or

(6) representing any Hedging Obligations,

if and to the extent any of the preceding items (other than letters of credit and Attributable Debt) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP. In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person; *provided* that the amount of such Indebtedness will be the lesser of (a) the Fair Market Value of such asset at such date of determination and (b) the amount of such Indebtedness of such other Person) and, to the extent not otherwise included, the Guarantee by the specified Person of any Indebtedness of any other Person (including, with respect to any Production Payment, any warranties or guarantees of production or payment by such Person with respect to such Production Payment, but excluding other contractual obligations of such Person with respect to such Production Payment). Subject to the preceding sentence, neither Dollar-Denominated Production Payments nor Volumetric Production Payments shall be deemed to be Indebtedness.

Notwithstanding the foregoing, "Indebtedness" shall not include (i) accrued expenses and royalties arising in the ordinary course of business, (ii) obligations to satisfy customer prepayment arrangements arising in the ordinary course of business, (iii) asset retirement obligations, (iv) obligations in respect of environmental reclamation or site rehabilitation, (v) obligations under farm-in and farm-out agreements or operating agreements, (vi) workers compensation obligations (including superannuation, pensions and retiree medical care) that are not overdue by more than 90 days, (vii) any indebtedness which has been defeased in accordance with GAAP or defeased pursuant to the deposit of cash or Cash Equivalents (in an amount sufficient to satisfy all such indebtedness obligations at maturity or redemption, as applicable, and all payments of interest and premium, if any) in a trust or account created or pledged for the sole benefit of the holders of such indebtedness, and subject to no other Liens, and the other applicable terms of the instrument governing such indebtedness, (viii) any Disqualified Stock and (ix) indebtedness secured by any Lien of the type described in clause (13) of the definition of "Permitted Liens."

"*Initial Purchasers*" means the Original Initial Purchasers and the Add-On Initial Purchasers.

"*Initial Reserve Report*" means (i) that certain reserve report prepared by Cawley, Gillespie & Associates, dated January 17, 2012, evaluating certain Oil and Gas Properties of the Issuer and its Subsidiaries prepared as of December 31, 2011 and (ii) that certain reserve report prepared by AJM Deloitte, dated January 19, 2012, evaluating certain Oil and Gas Properties of the Issuer and its Subsidiaries prepared as of December 31, 2011.

"*Interest Rate Agreement*" means any interest rate swap agreement (whether from fixed to floating or from floating to fixed), interest rate cap agreement, interest rate collar agreement or other similar agreement or arrangement designed to protect the Issuer or any Restricted Subsidiary against fluctuations in interest rates and is not for speculative purposes.

"*Investments*" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the forms of loans (including Guarantees or other obligations), advances or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. If the Issuer or any Restricted Subsidiary sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary such that, after giving effect to any such sale or disposition, such Person is no longer a Restricted Subsidiary, the Person disposing of such Equity Interests will be deemed to have made an Investment on the date of any such sale or disposition equal to the Fair Market Value of the Issuer and all Restricted Subsidiaries' Investments in such Subsidiary that were not sold or disposed of in an amount determined as provided in the final paragraph of the covenant described above under the caption "−Certain Covenants−Restricted Payments." The acquisition by the Issuer or any Restricted Subsidiary of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Issuer or such Restricted Subsidiary in such third Person in an amount equal to the Fair Market Value of the Investments held by the acquired Person in such third Person in an amount determined as provided in the final paragraph of the covenant described above under the caption "−Certain Covenants−Restricted Payments." Except as otherwise provided in the Indenture, the amount of an Investment will be determined at the time the Investment is made and without giving effect to subsequent changes in value.

"*Investment Grade Rating*" means a rating equal to or higher than (i) in the case of Moody's, Baa3, (ii) in the case of S&P, BBB- and (iii) in the case of any other Rating Agency described in clause (2) of the definition thereof, an equivalent or higher rating.

"*Lien*" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected

under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in such asset.

"*MHR Senior Revolving Credit Facility*" means the Second Amended and Restated Credit Agreement, dated as of April 13, 2011, among the Issuer, the Bank of Montreal, as Administrative Agent and the various other financial institutions party thereto, as amended, amended and restated, supplemented or otherwise modified from time to time.

"*Moody's*" means Moody's Investors Service, Inc., and any successor to the ratings business thereof.

"*Net Proceeds*" means the aggregate cash proceeds received by the Issuer or any Restricted Subsidiary in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale) net of:

(a) payments to holders of minority interests in any assets sold as a result of such Asset Sale;

(b) the direct costs relating to such Asset Sale and any sale of such non-cash consideration, including, without limitation, legal, accounting and investment banking fees, title and recording expenses and sales commissions, and any relocation expenses incurred as a result of such Asset Sale;

(c) taxes paid or payable, or required to be accrued as a liability under GAAP, as a result of such Asset Sale, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements;

(d) amounts (i) required to be applied to the repayment of Indebtedness secured by a Lien on the asset or assets that were the subject of such Asset Sale, or (ii) which must by its terms, or in order to obtain a necessary consent to such Asset Sale or by applicable law, be repaid out of the proceeds from such Asset Sale (other than Indebtedness incurred pursuant to clause (1) of the second paragraph of the covenant described above under the caption "–Certain Covenants–Incurrence of Indebtedness and Issuance of Preferred Stock"); and

(e) any reserve for adjustment or indemnification obligations in respect of the sale price of such asset or assets established in accordance with GAAP.

"*Non-Recourse Debt*" means Indebtedness:

(1) as to which neither the Issuer nor any Restricted Subsidiary (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness) or (b) is directly or indirectly liable as a guarantor or otherwise; and

(2) as to which the lenders have been notified in writing that they will not have any recourse to the Capital Stock or assets of the Issuer or any Restricted Subsidiary (other than the Equity Interests of an Unrestricted Subsidiary).

"*Note Guarantee*" means the Guarantee by each Guarantor of the Issuer's obligations under the Indenture and the notes, as provided in the Indenture.

"*Obligations*" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"*Oil and Gas Business*" means (i) the acquisition, exploration, development, production, operation and disposition of interests in oil, gas and other Hydrocarbon properties, (ii) the gathering, marketing, treating, processing (but not refining), storage, selling and transporting of any production from such interests or properties, (iii) any business relating to exploration for or development, production, treatment, processing (but not refining), storage, transportation or marketing of oil, gas and other

minerals and products produced in association therewith and (iv) any activity that is ancillary to or necessary or appropriate for the activities described in clauses (i) through (iii) of this definition.

"*Oil and Gas Hedging Contracts*" means any puts, cap transactions, floor transactions, collar transactions, forward contract, commodity swap agreement, commodity option agreement or other similar agreement or arrangement in respect of Hydrocarbons to be used, produced, processed or sold by the Issuer or any Restricted Subsidiary that are customary in the Oil and Gas Business designed to protect such Person against fluctuation in Hydrocarbons prices and not for speculative purposes; *provided* that at all times the aggregate monthly production covered by all such contracts for any single month does not in the aggregate exceed 100% of the Issuer's and the Restricted Subsidiaries' Projected Production (at the time such Hedging Contract is entered into) to be sold in the ordinary course of businesses for such month.

"*Oil and Gas Properties*" means all properties, including equity or other ownership interest therein, which contain or are believed to contain oil and gas reserves.

"*Original Initial Purchasers*" means Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, BMO Capital Markets Corp., Capital One Southcoast, Inc., Deutsche Bank Securities Inc., Goldman, Sachs & Co., RBC Capital Markets, LLC, UBS Securities LLC, ABN AMRO Securities (USA) LLC, KeyBanc Capital Markets Inc., SunTrust Robinson Humphrey, Inc., Canaccord Genuity Inc., MLV & Co., Simmons & Company International, Stephens Inc., and Wunderlich Securities, Inc.

"*Outstanding Notes*" means the previously issued 9.750% Senior Notes due 2020.

"*Permitted Acquisition Indebtedness*" means Indebtedness or Disqualified Stock of the Issuer or any of its Restricted Subsidiaries to the extent such Indebtedness or Disqualified Stock was Indebtedness or Disqualified Stock of any other Person existing at the time (a) such Person became a Restricted Subsidiary of the Issuer, (b) such Person was merged or consolidated with or into the Issuer or any of its Restricted Subsidiaries, or (c) assets of such Person were acquired by the Issuer or any of its Restricted Subsidiaries and such Indebtedness was assumed in connection therewith (excluding any such Indebtedness that is repaid contemporaneously with such event), *provided* that on the date such Person became a Restricted Subsidiary of the Issuer or the date such Person was merged or consolidated with or into the Issuer or any of its Restricted Subsidiaries, or on the date of such asset acquisition, as applicable, either:

(1) immediately after giving effect to such transaction on a pro forma basis as if the same had occurred at the beginning of the applicable four-quarter period, the Issuer or such Restricted Subsidiary, as applicable, would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described above under the caption "−Certain Covenants−Incurrence of Indebtedness and Issuance of Preferred Stock," or

(2) immediately after giving effect to such transaction on a pro forma basis as if the same had occurred at the beginning of the applicable four-quarter period, the Fixed Charge Coverage Ratio of the Issuer would be equal to or greater than the Fixed Charge Coverage Ratio of the Issuer immediately prior to such transaction.

"*Permitted Business Investments*" means Investments made in the ordinary course of, and of a nature that is or shall have become customary in, the Oil and Gas Business as a means of actively exploiting, exploring for, acquiring, developing, processing, treating, gathering, marketing or transporting oil and gas through agreements, transactions, interests or arrangements which permit one to share risks or costs, comply with regulatory requirements regarding local ownership or satisfy other objectives customarily achieved through the conduct of Oil and Gas Business jointly with third parties, including, without limitation, (i) ownership interests in oil, natural gas, other Hydrocarbon properties or

any interest therein or gathering, transportation, processing, storage or related systems, (ii) Investments in the form of or pursuant to operating agreements, processing agreements, farm-in agreements, farm-out agreements, developments agreements, area of mutual interest agreements, unitization agreements, pooling agreements, joint bidding agreements, service contracts, joint venture agreements, partnership agreements (whether general or limited), subscription agreements, stock purchase agreements and other similar agreements with third parties, and (iii) direct or indirect ownership interests in drilling rigs, fracturing units and other related equipment.

"*Permitted Investments*" means:

(1) any Investment in the Issuer or in any Restricted Subsidiary;

(2) any Investment in cash or Cash Equivalents;

(3) any Investment by the Issuer or any Restricted Subsidiary in a Person, if as a result of such Investment:

(a) such Person becomes a Restricted Subsidiary; or

(b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Issuer or any Restricted Subsidiary;

(4) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with the covenant described above under the caption "−Repurchase at the Option of Holders−Asset Sales," including pursuant to an Asset Swap;

(5) any acquisition of assets or Capital Stock solely in exchange for the issuance of Equity Interests (other than Disqualified Stock) of the Issuer;

(6) any Investments received in compromise or resolution of, or upon satisfaction of judgments with respect to, (a) obligations of trade creditors or customers that were incurred in the ordinary course of business of the Issuer or any Restricted Subsidiary, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer or (b) litigation, arbitration or other disputes;

(7) Investments represented by Hedging Obligations;

(8) loans or advances to employees made in the ordinary course of business of the Issuer or any Restricted Subsidiary in an aggregate principal amount not to exceed $2.0 million at any one time outstanding;

(9) repurchases of the notes and any Exchange Notes;

(10) any Guarantee of Indebtedness permitted to be incurred by the covenant entitled "−Certain Covenants−Incurrence of Indebtedness and Issuance of Preferred Stock" other than a Guarantee of Indebtedness of an Affiliate of the Issuer that is not the Issuer or a Restricted Subsidiary;

(11) any Guarantee of operating leases (other than Capital Lease Obligations) or other obligations that do not constitute Indebtedness, in each case incurred in the ordinary course of business of the Issuer or any Restricted Subsidiary or customary in the Oil and Gas Business;

(12) any Guarantee of performance or other obligations (other than Indebtedness) arising in the ordinary course in the Oil and Gas Business, including obligations under oil and natural gas exploration, development, joint operating and related agreements and licenses or concessions related to the Oil and Gas Business;

(13) Investments in any Person to the extent such Investments consist of prepaid expenses, negotiable instruments held for collection and lease, utility and workers' compensation, performance and other similar deposits made in the ordinary course of business by the Issuer or any Restricted Subsidiary;

(14) any Investment existing on, or made pursuant to binding commitments existing on, the date of the Indenture and any Investment consisting of an extension, modification or renewal of any Investment existing on, or made pursuant to a binding commitment existing on, the date of the Indenture; *provided* that the amount of any such Investment may be increased (a) as required by the terms of such Investment as in existence on the date of the Indenture or (b) as otherwise permitted under the Indenture;

(15) Investments acquired after the date of the Indenture as a result of the acquisition by the Issuer or any Restricted Subsidiary of another Person, including by way of a merger, amalgamation or consolidation with or into the Issuer or any Restricted Subsidiary in a transaction that is not prohibited by the covenant described above under the caption "−Certain Covenants−Merger, Consolidation or Sale of Assets" after the date of the Indenture to the extent that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(16) Permitted Business Investments; and

(17) other Investments in any Person other than an Affiliate of the Issuer that is not a Subsidiary of the Issuer having an aggregate Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (17) that are at the time outstanding that do not exceed the greater of (a) $15.0 million and (b) 1.5% of Adjusted Consolidated Net Tangible Assets.

"*Permitted Liens*" means:

(1) Liens on assets of the Issuer or any Guarantor securing Indebtedness and other Obligations under Credit Facilities that were permitted by the terms of the Indenture to be incurred pursuant to clause (1) or clause (17) of the definition of "Permitted Debt" and/or securing Hedging Obligations related thereto and/or securing Obligations with regard to Treasury Management Arrangements;

(2) Liens in favor of the Issuer or the Guarantors;

(3) Liens on property of a Person existing at the time such Person becomes a Restricted Subsidiary or is merged with or into or consolidated with the Issuer or any Restricted Subsidiary; *provided* that such Liens were in existence prior to, and not in contemplation of, such Person becoming a Restricted Subsidiary or such merger or consolidation and do not extend to any assets other than those of the Person that becomes a Restricted Subsidiary or is merged with or into or consolidated with the Issuer or any Restricted Subsidiary;

(4) Liens on property (including Capital Stock) existing at the time of acquisition of the property by the Issuer or any Subsidiary of the Issuer; *provided* that such Liens were in existence prior to such acquisition and not incurred in contemplation of, such acquisition;

(5) Liens to secure the performance of statutory or regulatory obligations, insurance, surety or appeal bonds, workers' compensation obligations, bid, plugging and abandonment and performance bonds or other obligations of a like nature incurred in the ordinary course of business (including Liens to secure letters of credit and guarantees issued to assure payment of such obligations);

(6) Liens to secure Indebtedness permitted by clause (4) or (16) of the second paragraph of the covenant entitled "−Certain Covenants−Incurrence of Indebtedness and Issuance of Preferred Stock" covering only the assets acquired with or financed by such Indebtedness; *provided* that in the case of clause (4), such Lien is granted not more than 180 days after such acquisition or financing and in the case of clause (16), such Lien does not attach to any assets other than those owned by the applicable Foreign Subsidiary;

(7) Liens existing on the date of the Indenture;

(8) Liens created for the benefit of (or to secure) the notes (or the Note Guarantees) and other obligations arising under the Indenture;

(9) Liens to secure any Permitted Refinancing Indebtedness permitted to be incurred under the Indenture; *provided*, *however*, that:

(a) the new Lien is limited to all or part of the same property and assets that secured or, under the written agreements pursuant to which the original Lien arose, could secure the original Lien (plus improvements and accessions to, such property or proceeds or distributions thereof); and

(b) the Indebtedness secured by the new Lien is not increased to any amount greater than the sum of (x) the outstanding principal amount, or, if greater, committed amount, of the Indebtedness renewed, refunded, refinanced, replaced, defeased or discharged with such Permitted Refinancing Indebtedness and (y) an amount necessary to pay any fees and expenses, including premiums, related to such renewal, refunding, refinancing, replacement, defeasance or discharge;

(10) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent by more than 30 days or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded; *provided* that any reserve or other appropriate provision as is required in conformity with GAAP has been made therefor;

(11) Liens imposed by law, such as carriers', warehousemen's, landlord's, lessor's, suppliers, banks, repairmen's and mechanics' Liens, and Liens of landlords securing obligations to pay lease payments that are not yet delinquent by more than 30 days, in each case, incurred in the ordinary course of business;

(12) easements, rights of way, zoning and similar restrictions, reservations (including severances, leases or reservations of minerals or water rights), restrictions or encumbrances in respect of real property that were not incurred in connection with Indebtedness and that do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(13) Liens on Capital Stock of an Unrestricted Subsidiary that secure Non-Recourse Debt or other obligations of such Unrestricted Subsidiary;

(14) Liens arising under the Indenture in favor of the trustee for its own benefit and similar Liens in favor of other trustees, agents and representatives arising under instruments governing Indebtedness permitted to be incurred under the Indenture; *provided* that such Liens are solely for the benefit of the trustees, agents or representatives in their capacities as such and not for the benefit of the holders of the Indebtedness;

(15) Liens on insurance policies and proceeds thereof, or other deposits, to secure insurance premium financings;

(16) filing of Uniform Commercial Code financing statements in connection with operating leases;

(17) bankers' Liens, rights of setoff and similar rights, Liens arising out of judgments, attachments or awards not constituting an Event of Default and notices of lis pendens and associated rights related to litigation being contested in good faith by appropriate proceedings and for which reserves have been made to the extent required by GAAP;

(18) Liens on cash, Cash Equivalents or other property arising in connection with the defeasance, discharge or redemption of Indebtedness;

(19) Liens on specific items of inventory or other goods (and the proceeds thereof) of any Person securing such Person's obligations in respect of bankers' acceptances issued or created in the ordinary course of business for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(20) grants of software and other technology licenses in the ordinary course of business;

(21) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business;

(22) Liens on any property or asset acquired, constructed or improved by the Issuer or any of its Restricted Subsidiaries which (a) are in favor of the seller of such property or assets, in favor of the Person developing, constructing, repairing or improving such asset or property, or in favor of the Person that provided the funding for the acquisition, development, construction, repair or improvement cost, as the case may be, of such asset or property, (b) are created within 360 days after the acquisition, development, construction, repair or improvement, (c) secure the purchase price or development, construction, repair or improvement cost, as the case may be, of such asset or property in an amount up to 100% of the Fair Market Value of such acquisition, construction, repair or improvement of such asset or property and (d) are limited to the asset or property so acquired, constructed, repaired or improved (including the proceeds thereof, accessions thereto and upgrades thereof);

(23) Liens in respect of Production Payments and Reserve Sales; *provided*, that such Liens are limited to the property that is subject to such Production Payments and Reserve Sales;

(24) Liens on pipelines or pipeline facilities that arise by operation of law;

(25) Liens arising under oil and gas leases or subleases, assignments, farm-out agreements, farm-in agreements, division orders, contracts for the sale, purchase, exchange, transportation, gathering or processing of Hydrocarbons, unitizations and pooling designations, declarations, orders and agreements, development agreements, joint venture agreements, joint operating agreements, partnership agreements, operating agreements, royalties, working interests, net profits interests, reversionary interests and other similar interests, joint interest billing arrangements, participation agreements, production sales contracts, area of mutual interest agreements, gas balancing or deferred production agreements, injection, repressuring and recycling agreements, salt water or other disposal agreements, seismic or geophysical permits or agreements, licenses, sublicenses and other agreements which are customary in the Oil and Gas Business; *provided*, *however*, in all instances that such Liens are limited to the assets that are the subject of the relevant agreement, program, order or contract;

(26) Liens to secure performance of Hedging Obligations of the Issuer or any Restricted Subsidiary entered into in the ordinary course of business and not for speculative purposes;

(27) Liens incurred in the ordinary course of business of the Issuer or any Restricted Subsidiary with respect to Indebtedness that does not exceed the greater of (i) $15.0 million and (ii) 1.0% of Adjusted Consolidated Net Tangible Assets at any one time outstanding; and

(28) any Lien renewing, extending, refinancing or refunding a Lien permitted by clause (3), (4) or (7) above, *provided* that (a) the principal amount of the Indebtedness secured by such Lien is not increased except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection therewith and by an amount equal to any existing commitments unutilized thereunder and (b) no assets encumbered by any such Lien other than the assets permitted to be encumbered immediately prior to such renewal, extension, refinance or refund are encumbered thereby (other than improvements thereon, accessions thereto and proceeds thereof).

"*Permitted Refinancing Indebtedness*" means

(a) with respect to Indebtedness, any Indebtedness of the Issuer or any Restricted Subsidiary issued in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, defease or discharge other Indebtedness of the Issuer or any Restricted Subsidiary (other than intercompany Indebtedness); *provided* that:

(1) the liquidation preference or principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness renewed, refunded, refinanced, replaced, defeased or discharged (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums, incurred in connection therewith);

(2) such Permitted Refinancing Indebtedness has a final maturity date that is (A) later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged or (B) more than 90 days after the final maturity date of the notes;

(3) if the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged is subordinated in right of payment to the notes or the Note Guarantees, such Permitted Refinancing Indebtedness is subordinated in right of payment to the notes or the Note Guarantees, as applicable, on terms at least as favorable to the holders of notes as those contained in the documentation governing the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged; and

(4) such Permitted Refinancing Indebtedness is not incurred (other than by way of a Guarantee) by a Restricted Subsidiary that is not a Guarantor if the Issuer or a Restricted Subsidiary that is a Guarantor is the issuer or other primary obligor on the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged; and

(b) with respect to Existing Preferred Stock, any Disqualified Stock or Indebtedness of the Issuer or any Restricted Subsidiary issued in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, defease or discharge such Existing Preferred Stock or Disqualified Stock; *provided* that:

(1) the liquidation preference (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of such Existing Preferred Stock renewed, refunded, refinanced, replaced, defeased or discharged (plus all accrued interest on such Existing Preferred Stock and the amount of all fees and expenses, including premiums, incurred in connection therewith);

(2) such Permitted Refinancing Indebtedness is (A) Disqualified Stock or (B) Indebtedness; *provided* that such Indebtedness shall be contractually subordinated to the notes pursuant to subordination terms that are customary for senior subordinated high yield debt securities; and

(3) such Permitted Refinancing Indebtedness is not incurred (other than by way of a Guarantee) by a Restricted Subsidiary that is not a Guarantor.

"*Person*" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"*Preferred Stock*" means, with respect to any Person, any and all preferred or preference stock or other similar Equity Interests (however designated) of such Person whether outstanding or issued after the date of the Indenture.

"*Production Payments*" means Dollar-Denominated Production Payments and Volumetric Production Payments, collectively.

"*Production Payments and Reserve Sales*" means the grant or transfer by the Issuer or any Restricted Subsidiary to any Person of a royalty, overriding royalty, net profits interest, Production Payment, partnership or other interest in Oil and Gas Properties, reserves or the right to receive all or a portion of the production or the proceeds from the sale of production attributable to such properties where the holder of such interest has recourse solely to such production or proceeds of production, subject to the obligation of the grantor or transferor to operate and maintain, or cause the subject interests to be operated and maintained, in a reasonably prudent manner or other customary standard or subject to the obligation of the grantor or transferor to indemnify for environmental, title or other matters customary in the Oil and Gas Business, including any such grants or transfers pursuant to incentive compensation programs on terms that are reasonably customary in the Oil and Gas Business for geologists, geophysicists or other providers of technical services to the Issuer or any Restricted Subsidiary.

"*Projected Production*" means the projected production of oil or natural gas (measured by volume unit or BTU equivalent, not sales price), in each case net of royalties, for the term of the contracts from Oil and Gas Properties that have attributable to them Proved Reserves, after deducting projected production from any Oil and Gas Properties sold or under contract for sale that had been included in such report and after adding projected production from any Oil and Gas Properties acquired or that had not otherwise been reflected in such report but that are reflected in a separate or supplemental Reserve Report.

"*Proved Reserves*" means crude oil and natural gas reserves constituting "proved oil and gas reserves" as defined in Rule 4-10 of Regulation S-X of the Securities Act.

"*Rating Agency*" means (1) each of Moody's and S&P and (2) if Moody's or S&P ceases to rate the notes, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act selected by the Issuer as a replacement agency for Moody's or S&P, as the case may be.

"*Registration Rights Agreements*" means (i) the Registration Rights Agreement related to the original notes dated as of the date of the Indenture, among the Issuer, the Guarantors and the Original Initial Purchasers, as amended or supplemented, (ii) the Registration Rights Agreement related to the add-on notes dated as of December 18, 2012, among the Issuer, the Guarantors and the Add-On Initial Purchasers, as amended or supplemented, and (iii) any other registration rights agreement or similar agreement entered into in connection with the issuance of additional notes in a private offering by the Issuer after the date of the Indenture.

"*Reserve Report*" means a report setting forth, as of each December 31 and June 30, the oil and gas reserves attributable to the Proved Reserves of the Issuer and its Subsidiaries, together with a projection of the rate of production and future net income, taxes, operating expenses and capital expenditures with respect thereto as of such date. Until superseded, the Initial Reserve Report will be considered the Reserve Report.

"*Restricted Investment*" means an Investment other than a Permitted Investment.

"*Restricted Subsidiary*" means any direct or indirect Subsidiary of the Issuer that is not an Unrestricted Subsidiary.

"*Secured Indebtedness*" means any Indebtedness of the Issuer or any of its Restricted Subsidiaries secured by a Lien.

"*Senior Indebtedness*" means:

(1) all Indebtedness of the Issuer or any Restricted Subsidiary outstanding under Credit Facilities and all Hedging Obligations with respect thereto; and

(2) any other Indebtedness of the Issuer or any Restricted Subsidiary permitted to be incurred under the terms of the Indenture, unless the instrument under which such Indebtedness is incurred expressly provides that it is subordinated in right of payment to the notes or any Guarantee; and

(3) all Obligations with respect to the items listed in the preceding clauses (1) and (2).

Notwithstanding anything to the contrary in the preceding sentence, Senior Indebtedness will not include:

(1) any intercompany Indebtedness of the Issuer or any Restricted Subsidiary to the Issuer or any Restricted Subsidiary;

(2) any liability for Federal, state, local or other taxes owed or owing by the Issuer or any of its Subsidiaries;

(3) any accounts payable or other liability to trade creditors arising in the ordinary course of business;

(4) any Indebtedness or other Obligation of the Issuer or any of its Subsidiaries which is subordinate or junior in right of payment to any other Indebtedness or other Obligation of the Issuer or any of its Subsidiaries; or

(5) any Indebtedness that is incurred in violation of the Indenture.

"*S&P*" means Standard & Poor's Ratings Services, and any successor to the ratings business thereof.

"*Series C Capital Stock*" means the Issuer's 10.25% Series C Cumulative Preferred Stock, par value $0.01 per share. Notwithstanding anything to the contrary, Series C Capital Stock outstanding on the date of the Indenture shall be deemed to be Disqualified Stock for purposes of the Indenture.

"*Series D Capital Stock*" means the Issuer's 8.0% Series D Cumulative Preferred Stock, par value $0.01 per share. Notwithstanding anything to the contrary, Series D Capital Stock outstanding on the date of the Indenture shall be deemed to be Disqualified Stock for purposes of the Indenture.

"*Significant Subsidiary*" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the date of the Indenture.

"*Stated Maturity*" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"*Subsidiary*" means, with respect to any specified Person:

(1) any corporation, association or other business entity (other than a partnership or limited liability company) of which more than 50% of the total voting power of its Voting Stock is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(2) any partnership or limited liability company of which (a) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise, and (b) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

"*Treasury Management Arrangement*" means any agreement or other arrangement governing the provision of treasury or cash management services, including deposit accounts, overdraft, credit or debit card, funds transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, lockbox, account reconciliation and reporting and trade finance services and other cash management services.

"*Treasury Rate*" means, as of any redemption date, the yield to maturity as of the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15(519) that has become publicly available at least two business days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to May 15, 2016; *provided*, *however*, that if the period from the redemption date to May 15, 2016, is less than one year, the weekly average yield on actively traded United States Treasury securities adjusted to a constant maturity of one year will be used. The Issuer will (a) calculate the Treasury Rate on the second business day preceding the applicable redemption date and (b) prior to such redemption date file with the trustee an officers' certificate setting forth the Applicable Premium and the Treasury Rate and showing the calculation of each in reasonable detail.

"*Trust Indenture Act*" means the Trust Indenture Act of 1939, as amended.

"*Unrestricted Subsidiary*" means any direct or indirect Subsidiary of the Issuer (including any newly acquired or newly formed Subsidiary or a Person becoming a Subsidiary through merger or consolidation or Investment therein) that is designated by the Board of Directors of the Issuer as an Unrestricted Subsidiary pursuant to a resolution of such Board of Directors, but only to the extent that such Subsidiary:

(1) has no Indebtedness other than Non-Recourse Debt;

(2) except as permitted by the covenant described above under the caption "−Certain Covenants−Transactions with Affiliates," is not party to any agreement, contract, arrangement or understanding with the Issuer or any Restricted Subsidiary unless (a) the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Issuer or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Issuer or (b) such agreement, contract, arrangement or understanding is otherwise permitted under the provisions of the covenant described above under the caption "−Transactions with Affiliates"; *provided*, *however*, that to the extent that clause (a) or (b) is not satisfied, the excess value of such agreement, contract, arrangement or understanding shall be deemed a Restricted Payment;

(3) is a Person with respect to which none of the Issuer or any Restricted Subsidiary has any direct or indirect obligation (a) to subscribe for additional Equity Interests or (b) to maintain or

preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results; and

(4) has not Guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of the Issuer or any Restricted Subsidiary, except to the extent such Guarantee would be released upon such designation;

provided, *however*, that items (1) through (4) shall not be deemed to prevent Permitted Investments in Unrestricted Subsidiaries that are otherwise allowed under the Indenture.

All Subsidiaries of an Unrestricted Subsidiary shall also be Unrestricted Subsidiaries.

As of the date of the Indenture, as supplemented, Eureka Hunter Holdings, LLC, Eureka Hunter Pipeline, LLC, Eureka Hunter Land, LLC, Magnum Hunter Midstream, LLC, Magnum Hunter Services, LLC, MHR Callco Corporation, MHR Exchangeco Corporation, Triad Hunter Gathering, LLC, TransTex Hunter, LLC (formerly known as TransTex Gas Services, LLC) Energy Hunter Securities, Inc., Sentra Corporation, Williston, Williston Hunter Canada, Inc. (formerly known as Nuloch Resources, Inc.) and 54NG, LLC are Unrestricted Subsidiaries.

"*Volumetric Production Payments*" means production payment obligations recorded as deferred revenue in accordance with GAAP, together with all undertakings and obligations in connection therewith.

"*Voting Stock*" of any specified Person as of any date means the Capital Stock of such Person entitling the holders thereof (whether at all times or only so long as no senior class of Capital Stock has voting power by reason of any contingency) to vote in the election of members of the Board of Directors of such Person.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect of the Indebtedness, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by

(2) the then outstanding principal amount of such Indebtedness.

UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The exchange of outstanding notes for exchange notes in the exchange offer will not constitute a taxable exchange by the holders for United States federal income tax purposes, and accordingly, the United States federal income tax consequences of holding the exchange notes will be identical to those of holding the outstanding notes. As a result, no gain or loss will be recognized for United States federal income tax purposes by a holder upon receipt of an exchange note in exchange for an outstanding note and any such holder will have the same adjusted basis and holding period in the exchange note as in the outstanding note immediately before the exchange.

This discussion is provided for general information only and does not constitute legal advice to any holder of the outstanding notes. Persons considering the exchange of outstanding notes for exchange notes in the exchange offer should consult their own tax advisors concerning the United States federal income tax consequences in light of their particular situations as well as any consequences arising under the laws of any other taxing jurisdiction.

PLAN OF DISTRIBUTION

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for outstanding notes where such outstanding notes were acquired as a result of market-making activities or other trading activities. The Company has agreed that, for a period of 180 days after the expiration date, it will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until [ ], 2013, all dealers effecting transactions in the exchange notes may be required to deliver a prospectus.

If you wish to exchange your outstanding notes for exchange notes in the exchange offer, you will be required to make representations to us as described in "Exchange Offer−Terms of the Exchange Offer" in this prospectus and in the letter of transmittal. Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer in exchange for outstanding notes that were acquired by such broker-dealer as a result of market-making or other trading activities must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for outstanding notes where such outstanding notes were acquired for its own account as a result of market-making activities or other trading activities.

The Company will not receive any proceeds from any sale of exchange notes by broker-dealers. Exchange notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such exchange notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of exchange notes and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of 180 days after the expiration date the Company will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. The Company has agreed to pay all reasonable and documented expenses incident to the exchange offer (including the reasonable and documented expenses of one counsel for the holders of the notes) other than commissions or concessions of any brokers or dealers and will indemnify the holders of the notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

Based on the interpretations by the staff of the SEC as set forth in no-action letters issued to third parties (including Exxon Capital Holdings Corporation (available May 13, 1998), Morgan Stanley & Co. Incorporated (available June 5, 1991), K-11 Communications Corporation (available May 14, 1993) and Shearman & Sterling (available July 2, 1993)), we believe that the exchange notes issued pursuant to the exchange offer may be offered for resale, resold and otherwise transferred by any holder of such exchange notes, other than any such holder that is a broker-dealer or an "affiliate" of us within the

meaning of Rule 405 under the Securities Act, without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that:

such exchange notes are acquired in the ordinary course of business;

at the time of the commencement of the exchange offer, such holder has no arrangement or understanding with any person to participate in a distribution of such exchange notes; and

such holder is not engaged in and does not intend to engage in a distribution of such exchange notes.

We have not sought and do not intend to seek a no-action letter from the SEC, with respect to the effects of the exchange offer, and there can be no assurance that the staff of the SEC would make a similar determination with respect to the exchange notes as it has in such no-action letters.

LEGAL MATTERS

Certain legal matters relating to the exchange notes and the guarantees offered by this prospectus will be passed upon for us by Fulbright & Jaworski L.L.P., Dallas, Texas and Denver, Colorado, and Wyatt, Tarrant & Combs, LLP, Louisville, Kentucky.

EXPERTS

Our consolidated financial statements as of December 31, 2011 and 2010, and for the years ended December 31, 2011, 2010 and 2009, and the effectiveness of the Company's internal control over financial reporting as of December 31, 2011, have been audited by Hein & Associates LLP, an independent registered public accounting firm ("Hein"), as stated in its reports thereon and are incorporated by reference into this prospectus in reliance upon its authority as experts in accounting and auditing. The statements of revenues and direct operating expenses of the oil and gas properties purchased by Bakken Hunter, LLC, a wholly-owned subsidiary of the Company from Baytex Energy USA, Ltd., an affiliate of Baytex Energy Corporation, for the year ended December 31, 2011 have been audited by Hein, as stated in its report thereon, which was filed as Exhibit 99.1 to the Company's Current Report on Form 8-K/A filed on August 6, 2012, and which is incorporated by reference into this prospectus in reliance upon its authority as experts in accounting and auditing. The audited financial statements of PRC Williston LLC, a majority-owned subsidiary of the Company that is a guarantor of the notes, as of December 31, 2011 and 2010 and for the years ended December 31, 2011, 2010 and 2009, have been audited by Hein, as stated in its report thereon, which was filed as Exhibit 99.2 to the Company's Current Report on Form 8-K filed on January 11, 2013, and is incorporated by reference into this prospectus in reliance upon its authority as experts in accounting and auditing.

The information relating to our U.S. oil and natural gas reserves, as of December 31, 2011, included in this prospectus or incorporated by reference herein, including all statistics and data, was derived from a reserves report dated January 17, 2012, evaluating our U.S. oil and natural gas properties (other than North Dakota reserves), prepared by Cawley, Gillespie & Associates, independent oil and gas industry consultants, in reliance on the authority of such firm as experts in the oil and gas industry.

The information relating to our Canadian and North Dakota oil and natural gas reserves, as of December 31, 2011, included in this prospectus or incorporated by reference herein, including all statistics and data, was derived from a reserves report dated January 19, 2012, evaluating our Canadian and North Dakota oil and natural gas reserves, prepared by AJM Deloitte and Touche, LLP, independent oil and gas industry consultants, in reliance on the authority of such firm as experts in the oil and gas industry.

We expressly incorporate by reference herein the information relating to our proved oil and gas reserve quantities as of June 30, 2012, including all statistics and data, which is based on (a) a reserves report prepared by Cawley, Gillespie & Associates, Inc. with respect to our U.S. reserves (other than North Dakota reserves) and (b) our internal estimates with respect to our North Dakota and Canadian reserves as audited by AJM Deloitte and Touche, LLP. (such information previously "furnished" and not "filed" pursuant to Section 13(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as Exhibit 99.1 to the Company's Current Report on Form 8-K filed on July 19, 2012).

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We are subject to the information requirements of the Exchange Act. In accordance with the Exchange Act, we file reports, proxy statements and other information with the SEC. Such reports, proxy statements and other information filed by us are available to the public free of charge at www.sec.gov. Copies of certain information filed by us with the SEC are also available on our website at www.magnumhunterresources.com. You may also read and copy any document we file with the SEC at the SEC's Public Reference Room located at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the SEC's Public Reference Room by calling the SEC at 1-800-SEC-0330. In addition, you may read our SEC filings at the offices of the New York Stock Exchange, which is located at 20 Broad Street, New York, New York 10005.

INCORPORATION OF DOCUMENTS BY REFERENCE

The SEC allows us to "incorporate by reference" the information we file with it, which means that we can disclose important information to you by referring you to those documents instead of having to repeat the information in this prospectus. The information incorporated by reference is an important part of this prospectus and contains significant information about us, our business and our finances. Later information that we file with the SEC will automatically update and supersede this information. We incorporate by reference the information and documents listed below and any future filings we will make with the SEC pursuant to Sections 13(a), 13(c), 14, or 15(d) of the Exchange Act after the date of this prospectus (other than information furnished under Item 2.02 or Item 7.01 of Form 8-K):

Our Annual Report on Form 10-K for the year ended December 31, 2011, filed with the SEC on February 29, 2012, as amended by Form 10-K/A, filed with the SEC on March 27, 2012, and by Form 10-K/A, filed with the SEC on April 30, 2012;

Our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2012, June 30, 2012 and September 30, 2012, filed with the SEC on May 3, 2012, August 9, 2012 and November 15, 2012, respectively, the amendments on Form 10-Q/A to our Quarterly Report for the quarter ended June 30, 2012, filed with the SEC on November 14, 2012 and November 16, 2012, and the amendment on Form 10-Q/A to our Quarterly Report for the quarter ended September 30, 2012, filed with the SEC on November 16, 2012;

Our Current Reports on Form 8-K filed on January 13, 2012, January 19, 2012, February 21, 2012, March 9, 2012, March 27, 2012, April 5, 2012, April 6, 2012, April 24, 2012, May 4, 2012, May 8, 2012, May 14, 2012, May 16, 2012, May 23, 2012 (as amended by Form 8-K/A, filed with the SEC on August 6, 2012), June 1, 2012, June 29, 2012, July 6, 2012, July 18, 2012, July 19, 2012, August 13, 2012, August 17, 2012, September 7, 2012, September 11, 2012, October 11, 2012, October 22, 2012, October 26, 2012, October 30, 2012, November 8, 2012, November 14, 2012, November 16, 2012, November 28, 2012, December 5, 2012, December 7, 2012, December 12, 2012, December 17, 2012, December 21, 2012, December 31, 2012, December 31, 2012, January 11, 2013 and January 11, 2013, each to the extent "filed" and not "furnished" pursuant to Section 13(a) of the Exchange Act; and

all documents that we file with the SEC pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, after the date of this prospectus and prior to the termination of the offering, except as to any portion of any future report or document that is furnished to the SEC and which is not deemed "filed" with the SEC under such provisions.

You may access our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to any of these reports, free of charge, on the SEC's website.

In addition, we will furnish without charge to each person, including any beneficial owner, to whom this prospectus is delivered, on written or oral request of such person, a copy of any or all of the documents incorporated by reference in this prospectus (not including exhibits to such documents, unless such exhibits are specifically incorporated by reference in this prospectus or any prospectus supplement or into such documents). Such requests may be directed to the Corporate Secretary, Magnum Hunter Resources Corporation, 777 Post Oak Boulevard, Suite 650, Houston, Texas 77056, or you may call (832) 369-6986.

In accordance with Section 412 of the Exchange Act, any statement contained in a document incorporated by reference herein shall be deemed modified or superseded to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement that is modified or superseded will not constitute a part of this prospectus, except as modified or superseded.

ANNEX A:

LETTER OF TRANSMITTAL
MAGNUM HUNTER RESOURCES CORPORATION

OFFER TO EXCHANGE
$600,000,000 REGISTERED
9.750% SENIOR NOTES DUE 2020 AND THE RELATED GUARANTEES
FOR
$600,000,000 OUTSTANDING
9.750% SENIOR NOTES DUE 2020 AND THE RELATED GUARANTEES
PURSUANT TO THE EXCHANGE OFFER AND PROSPECTUS
DATED [ ], 2013

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON [ ] 2013 (THE "EXPIRATION DATE"), UNLESS THE EXCHANGE OFFER IS EXTENDED BY THE ISSUER

The Exchange Agent for the Exchange Offer is:

Citibank, N.A.
Agency & Trust
480 Washington Boulevard, 30th Floor
Jersey City, NJ 07310
Attention: Magnum Hunter Senior Notes due 2020

If you wish to exchange issued and outstanding 9.750% Senior Notes due 2020 (the "outstanding notes") of Magnum Hunter Resources Corporation (the "Issuer") for an equal aggregate principal amount of new 9.750% Senior Notes due 2020 (the "exchange notes") pursuant to the exchange offer, you must validly tender (and not withdraw) outstanding notes to the Exchange Agent prior to the Expiration Date.

We refer you to the Prospectus, dated [ ], 2013 (the "Prospectus"), of the Issuer, and this letter of transmittal (the "Letter of Transmittal"), which together describe the Issuer's offer (the "Exchange Offer") to exchange the outstanding notes for a like principal amount of the exchange notes that have been registered under the Securities Act of 1933, as amended (the "Securities Act"). Capitalized terms not defined herein have the respective meanings given to them in the Prospectus.

The Issuer reserves the right, at any time or from time to time, to extend the Exchange Offer at its discretion, in which event the term "Expiration Date" shall mean the latest date to which the Exchange Offer is extended. The Issuer shall notify the Exchange Agent and each registered holder of the outstanding notes of any extension by written notice prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date.

This Letter of Transmittal is to be used by holders of the outstanding notes. Tender of outstanding notes is to be made according to the Automated Tender Offer Program ("ATOP") of The Depository Trust Company ("DTC") pursuant to the procedures set forth in the Prospectus under the caption

"Exchange Offer−Procedures for Tendering." DTC participants that are accepting the Exchange Offer must transmit their acceptance to DTC, which will verify the acceptance and execute a book-entry delivery to the Exchange Agent's DTC account. DTC will then send a computer generated message known as an "agent's message" to the Exchange Agent for its acceptance. For you to validly tender your outstanding notes in the Exchange Offer, the Exchange Agent must receive, prior to the Expiration Date, an agent's message under the ATOP procedures that confirms that:

DTC has received your instructions to tender your outstanding notes; and

you agree to be bound by the terms of this Letter of Transmittal.

BY USING THE ATOP PROCEDURES TO TENDER OUTSTANDING NOTES, YOU WILL NOT BE REQUIRED TO DELIVER THIS LETTER OF TRANSMITTAL TO THE EXCHANGE AGENT, SUBJECT TO THE INSTRUCTIONS FOR CERTAIN BROKER-DEALERS IN PARAGRAPH 6 BELOW. HOWEVER, YOU WILL BE BOUND BY ITS TERMS, AND YOU WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGMENTS AND THE REPRESENTATIONS AND WARRANTIES IT CONTAINS, JUST AS IF YOU HAD SIGNED IT.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

Ladies and Gentlemen:

1. By tendering outstanding notes in the Exchange Offer, you acknowledge receipt of the Prospectus and this Letter of Transmittal.

2. By tendering outstanding notes in the Exchange Offer, you represent and warrant that you have full authority to tender the outstanding notes described above and will, upon request, execute and deliver any additional documents deemed by the Issuer to be necessary or desirable to complete the tender of outstanding notes.

3. You understand that the tender of the outstanding notes pursuant to all of the procedures set forth in the Prospectus will constitute an agreement between you and the Issuer as to the terms and conditions set forth in the Prospectus.

4. By tendering outstanding notes in the Exchange Offer, you acknowledge that the Exchange Offer is being made in reliance upon interpretations contained in no-action letters issued to third parties by the staff of the Securities and Exchange Commission (the "SEC"), including Exxon Capital Holdings Corp., SEC No-Action Letter (available April 13, 1989), Morgan Stanley & Co., Inc., SEC No-Action Letter (available June 5, 1991) and Shearman & Sterling, SEC No-Action Letter (available July 2, 1993), that the exchange notes issued in exchange for the outstanding notes pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by holders thereof without compliance with the registration and prospectus delivery provisions of the Securities Act (other than a broker-dealer who purchased outstanding notes exchanged for such exchange notes directly from the Issuer to resell pursuant to Rule 144A or any other available exemption under the Securities Act of 1933, as amended (the "Securities Act") and any such holder that is an "affiliate" of the Issuer within the meaning of Rule 405 under the Securities Act), provided that such exchange notes are acquired in the ordinary course of such holders' business and such holders are not participating in, and have no arrangement with any other person to participate in, the distribution of such exchange notes.

5. By tendering outstanding notes in the Exchange Offer, you hereby represent and warrant that:

(a) the exchange notes acquired pursuant to the Exchange Offer are being obtained in the ordinary course of your business, whether or not you are the holder;

(b) you have no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of exchange notes in violation of the Securities Act;

(c) you are not an "affiliate," as such term is defined under Rule 405 promulgated under the Securities Act, of the Issuer; and

(d) if you are a broker-dealer that will receive exchange notes for your own account in exchange for outstanding notes that you acquired as a result of market-making activities or other trading activities, you will deliver a prospectus (or to the extent permitted by law, make available a prospectus) in connection with any resale of such exchange notes.

6. If you are a broker-dealer that will receive exchange notes for your own account in exchange for outstanding notes that were acquired as a result of market-making activities or other trading activities, you acknowledge by tendering outstanding notes in the Exchange Offer, that you will deliver a prospectus in connection with any resale of such exchange notes; however, by so acknowledging and by delivering a prospectus, you will not be deemed to admit that you are an "underwriter" within the meaning of the Securities Act.

7. If you are a broker-dealer and outstanding notes held for your own account were not acquired as a result of market-making or other trading activities, such outstanding notes cannot be exchanged pursuant to the Exchange Offer.

8. Any of your obligations hereunder shall be binding upon your successors, assigns, executors, administrators, trustees in bankruptcy and legal and personal representatives.

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

1. Book-Entry Confirmations.

Any confirmation of a book-entry transfer to the Exchange Agent's account at DTC of outstanding notes tendered by book-entry transfer (a "Book-Entry Confirmation"), as well as Agent's Message and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at its address set forth herein prior to 5:00 p.m., New York City time, on the Expiration Date.

2. Partial Tenders.

Tenders of outstanding notes will be accepted only in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. The entire principal amount of outstanding notes delivered to the Exchange Agent will be deemed to have been tendered unless otherwise communicated to the Exchange Agent. If the entire principal amount of all outstanding notes is not tendered, then outstanding notes for the principal amount of outstanding notes not tendered and exchange notes issued in exchange for any outstanding notes accepted will be delivered to the holder via the facilities of DTC promptly after the outstanding notes are accepted for exchange.

3. Validity of Tenders.

All questions as to the validity, form, eligibility (including time of receipt), acceptance, and withdrawal of tendered outstanding notes will be determined by the Issuer, in its sole discretion, which determination will be final and binding. The Issuer reserves the absolute right to reject any or all tenders not in proper form or the acceptance for exchange of which may, in the opinion of counsel for the Issuer, be unlawful. The Issuer also reserves the absolute right to waive any of the conditions of the Exchange Offer or any defect or irregularity in the tender of any outstanding notes. The Issuer's interpretation of the terms and conditions of the Exchange Offer (including the instructions on the Letter of Transmittal) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of outstanding notes must be cured within such time as the Issuer shall determine. Although the Issuer intends to notify holders of defects or irregularities with respect to tenders of outstanding notes, neither the Issuer, the Exchange Agent, nor any other person shall be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give such notification. Tenders of outstanding notes will not be deemed to have been made until such defects or irregularities have been cured or waived. Any outstanding notes received by the Exchange Agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the Exchange Agent to the tendering holders, unless otherwise provided in the Letter of Transmittal, promptly following the Expiration Date.

4. Waiver of Conditions.

The Issuer reserves the absolute right to waive, in whole or part, up to the expiration of the Exchange Offer, any of the conditions to the Exchange Offer set forth in the Prospectus or in this Letter of Transmittal.

5. No Conditional Tender.

No alternative, conditional, irregular or contingent tender of outstanding notes will be accepted.

6. Request for Assistance or Additional Copies.

If you are a broker-dealer and wish to receive 10 additional copies of the Prospectus and 10 copies of any amendments or supplements thereto (or such other number of copies as you may reasonably

request), please complete the Broker-Dealer Delivery Request attached to this Letter of Transmittal as Appendix A and return it to the Exchange Agent. Other requests for assistance or for additional copies of the Prospectus or this Letter of Transmittal may be directed to the Exchange Agent at the address or telephone number set forth on the cover page of this Letter of Transmittal. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offer.

7. Withdrawal.

Tenders may be withdrawn only pursuant to the limited withdrawal rights set forth in the Prospectus under the caption "Exchange Offer−Withdrawal of Tenders."

8. No Guarantee of Late Delivery.

There is no procedure for guarantee of late delivery in the Exchange Offer.

IMPORTANT: BY USING THE ATOP PROCEDURES TO TENDER OUTSTANDING NOTES, YOU WILL NOT BE REQUIRED TO DELIVER THIS LETTER OF TRANSMITTAL TO THE EXCHANGE AGENT, SUBJECT TO THE INSTRUCTIONS FOR CERTAIN BROKER-DEALERS IN PARAGRAPH 6 ABOVE. HOWEVER, YOU WILL BE BOUND BY ITS TERMS, AND YOU WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGMENTS AND THE REPRESENTATIONS AND WARRANTIES IT CONTAINS, JUST AS IF YOU HAD SIGNED IT.

APPENDIX A TO LETTER OF TRANSMITTAL:

BROKER-DEALER DELIVERY REQUEST
MAGNUM HUNTER RESOURCES CORPORATION

OFFER TO EXCHANGE
$600,000,000 REGISTERED
9.750% SENIOR NOTES DUE 2020 AND THE RELATED GUARANTEES
FOR
$600,000,000 OUTSTANDING
9.750% SENIOR NOTES DUE 2020 AND THE RELATED GUARANTEES
PURSUANT TO THE EXCHANGE OFFER AND PROSPECTUS
DATED [ ], 2013

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON [ ] 2013, UNLESS THE EXCHANGE OFFER IS EXTENDED BY THE ISSUER

The Exchange Agent for the Exchange Offer is:

Citibank, N.A.

Agency & Trust
480 Washington Boulevard, 30th Floor
Jersey City, NJ 07316
Attention: Magnum Hunter Senior Notes due 2020

If you are a broker-dealer and wish to receive 10 additional copies of the Prospectus and 10 copies of any amendments or supplements thereto (or such other number of copies as you may reasonably request), please complete the Broker-Dealer Delivery Request attached to this Letter of Transmittal as Appendix A and return it to the Exchange Agent.

Name: _____

Address: _____

Name of Tendering Institution: _____

Account Number: _____

Transaction Code Number: _____

Number of Copies Requested: _____

MAGNUM HUNTER
RESOURCES CORPORATION

MAGNUM HUNTER RESOURCES CORPORATION

Until [ ], 2013, all dealers that effect transactions in these securities, whether or not participating in the exchange offer, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Capitalized terms used but not defined in Part II have the meanings ascribed to them in the prospectus contained in this Registration Statement.

ITEM 20. ***Indemnification of Directors and Officers***

Delaware Corporations

As permitted by Section 102 of the General Corporation Law of the State of Delaware (the "DGCL"), the certificate of incorporation of Magnum Hunter includes a provision that eliminates the personal liability of our directors for monetary damages for breach of fiduciary duty as a director.

Our bylaws provide that:

- we may indemnify our directors, officers, employees and agents to the fullest extent permitted by Delaware law; and
- we may advance expenses, as incurred, to our directors and officers in connection with a legal proceeding to the fullest extent permitted by Delaware law.

Pursuant to Section 145(a) of the DGCL, we may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of our company or is or was serving at our request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding. Pursuant to Section 145(b) of the DGCL, the power to indemnify also applies to actions brought by or in the right of the corporation as well, but only to the extent of defense expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit. Pursuant to Section 145(b), we shall not indemnify any person in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to us unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The power to indemnify under Sections 145(a) and (b) of the DGCL applies (i) if such person is successful on the merits or otherwise in defense of any action, suit or proceeding, or (ii) if such person acted in good faith and in a manner he reasonably believed to be in the best interest, or not opposed to the best interest, of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 174 of the DGCL provides, among other things, that a director who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption may be held liable for such actions. A director who was either absent when the unlawful actions were approved or dissented at the time, may avoid liability by causing his or her dissent to such actions to be entered in the books containing the minutes of the meetings of the board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

The indemnification provisions contained in our bylaws are not exclusive of any other rights to which a person may be entitled by law, agreement, vote of stockholders or disinterested directors or otherwise. In addition, we maintain insurance on behalf of our directors and officers insuring them

against certain liabilities that may be asserted against them in their capacities as directors or officers or arising out of such status.

Williston Hunter, Inc. is a Delaware corporation and its certificate of incorporation provides that it may indemnify its directors and officers to the fullest extent permitted by applicable law. In addition, Williston Hunter, Inc.'s bylaws provide that it shall indemnify its directors and officers against any action by reason of the fact that such person is or was a director or officer of the company against all expenses and amounts incurred in connection with the defense of such action. In addition, the bylaws of Williston Hunter, Inc. also provide that it is required to advance expenses to individuals acting as its director or officer in connection with proceedings against them for which they may be indemnified.

Viking International Resources Co., Inc. is a Delaware corporation and its bylaws provide that it shall indemnify its directors and officers against any action by reason of the fact that such person is or was a director or officer of the company against all expenses and amounts incurred in connection with the defense of such action.

Delaware Limited Liability Companies

Alpha Hunter Drilling, LLC, Bakken Hunter, LLC, Hunter Aviation, LLC, Hunter Real Estate, LLC, Magnum Hunter Marketing, LLC, Magnum Hunter Resources GP, LLC, NGAS Hunter, LLC, PRC Williston LLC, Triad Hunter, LLC and Williston Hunter ND, LLC (collectively, the "Delaware LLC Co-Registrants") are organized in the State of Delaware as limited liability companies. Section 18-108 of the Delaware Limited Liability Company Act provides that, subject to such standards and restrictions, if any, as are set forth in its limited liability company agreement, a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever. The limited liability company agreements of each of the Delaware LLC Co-Registrants do not contain any provisions with respect to indemnification rights of officers, members or managers.

To the extent that the indemnification provisions of the Delaware LLC Co-Registrants purport to include indemnification for liability arising under the Securities Act, in the opinion of the SEC, such indemnification is contrary to public policy and is therefore unenforceable.

Delaware Limited Partnerships

Magnum Hunter Resources, LP is a Delaware limited partnership. Section 17-108 of the Delaware Revised Uniform Limited Partnership Act provides that, subject to such standards and restrictions, if any, as are set forth in its partnership agreement, a limited partnership may, and shall have the power to, indemnify and hold harmless any partner or other person from and against any and all claims and demands whatsoever. Section 17-303 provides that a limited partner is not liable for the obligations of a limited partnership unless he or she is also a general partner or, in addition to the exercise of the rights and powers of a limited partner, he or she participates in the control of the business. However, if the limited partner does participate in the control of the business, he or she is liable only to persons who transact business with the limited partnership reasonably believing, based upon the limited partner's conduct, that the limited partner is a general partner. The limited partnership agreement of Magnum Hunter Resources, LP does not contain any provisions with respect to indemnification rights of partners or managers.

To the extent that the indemnification provisions of the Magnum Hunter Resources, LP's limited partnership agreement purport to include indemnification for liability arising under the Securities Act, in the opinion of the SEC, such indemnification is contrary to public policy and is therefore unenforceable.

Kentucky Corporations

Magnum Hunter Production, Inc. is a Kentucky corporation and its bylaws provide that it may indemnify an individual made a party to any proceeding by reason of the fact that he or she was a director or officer of the corporation against liability if he or she acted in good faith and reasonably believed that his or her conduct was in the corporation's best interest and in the case of a criminal proceeding had no reasonable cause to believe his or her conduct was unlawful. Magnum Hunter Production, Inc.'s bylaws provide that it shall indemnify a director or officer who is wholly successful in the defense of any proceeding to which he or she was a party by reason of the fact that he or she was a director of the corporation against reasonable expenses incurred in connection with such proceeding.

Section 271B.8-510 of the Kentucky Business Corporation Act ("KBCA") permits a corporation to indemnify an individual who is made a party to a proceeding (other than an action by or in the right of the corporation) because the individual is or was a director against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including counsel fees) incurred with respect to the proceeding, as long as the individual (i) conducted himself or herself in good faith, (ii) reasonably believed, in the case of conduct in his or her official capacity with the corporation, that the conduct was in the best interests of the corporation or, in all other cases, was at least not opposed to its best interests, and (iii) in a criminal proceeding, had no reasonable cause to believe that the conduct was unlawful. A similar standard is applicable in the case of actions brought by or in the right of the corporation, except that indemnification only extends to reasonable expenses. No indemnification is permitted in a proceeding by or in the right of the corporation in which the director is adjudged liable to the corporation, or in connection with any other proceeding charging improper personal benefit to the director, whether or not involving action in the director's official capacity, where the director is adjudged liable on the basis of having received an improper personal benefit. In addition, Section 271B.8-520 of the KBCA provides that, unless limited by the articles of incorporation, a corporation shall indemnify against reasonable expenses incurred in connection with a proceeding any director who entirely prevails in the defense of any proceeding to which the individual was a party because he or she is or was a director of the corporation. Although Sections 271B.8-510 and 271B.8-520 of the KBCA are specific to directors, Section 271B.8-560 also permits a Kentucky corporation to indemnify its officers to the same extent as a director and gives an officer who is not a director the same statutory right to mandatory indemnification and to apply for court-ordered indemnification as afforded a director.

Kentucky Limited Liability Companies

Section 275.180 of the Kentucky Revised Statutes provides that the written operating agreement of a limited liability company may (i) eliminate or limit the personal liability of a member or manager for monetary damages for breach of certain of such member's or manager's duties as described in Section 275.170 of the Kentucky Revised Statutes, and (ii) provide for the indemnification of a member or manager for judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which a person is a party because the person is or was a member or manager.

NGAS Gathering, LLC is a Kentucky limited liability company, and its operating agreement provides that the managing member of the company has the sole and exclusive authority to indemnify any member of the company or any other person.

Colorado Corporations

Eagle Ford Hunter, Inc. is a Colorado corporation and its bylaws provide that it shall indemnify a director, officer, employee or agent made a party to an action by reason of the fact that he or she was a director, officer, employee or agent of the corporation or was serving at the request of the corporation against expenses, judgments, fines and amounts paid in settlement actually and reasonably

incurred by him or her in connection with such action if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action, had no reasonable cause to believe his or her conduct was unlawful.

Section 7-109-103 of the Colorado Business Corporation Act (the "CBCA") provides that a Colorado corporation must indemnify a person (i) who is or was a director of the corporation or an individual who, while serving as a director of the corporation, is or was serving at the corporation's request as a director, officer, agent, associate, employee, fiduciary, manager, member, partner, promoter, trustee of, or similar position with, another corporation or other entity or of any employee benefit plan (collectively, a "Colorado Director") or officer of the corporation and (ii) who was wholly successful, on the merits or otherwise, in defense of any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal (a "Proceeding"), in which the Colorado Director was a party, against reasonable expenses incurred by him or her in connection with the Proceeding, unless such indemnity is limited by the corporation's articles of incorporation. Eagle Ford Hunter, Inc.'s articles of incorporation do not contain any such limitation.

Section 7-109-102 of the CBCA generally provides that a corporation may indemnify a person made a party to a Proceeding because the person is or was a Colorado Director, against any obligation incurred in the Proceeding if: (a) the Colorado Director's conduct was in good faith; and (b) the Colorado Director reasonably believed (i) in the case of conduct in an official capacity with the corporation, that such conduct was in the corporation's best interests; and (ii) in all other cases, that such conduct was at least not opposed to the corporation's best interests; and (c) in the case of any criminal proceeding, the person had no reasonable cause to believe the Colorado Director's conduct was unlawful. However, a corporation may not indemnify a Colorado Director: (a) in connection with a Proceeding by or in the right of the corporation in which the Colorado Director was adjudged liable to the corporation; or (b) in connection with any other Proceeding charging that the Colorado Director derived an improper personal benefit, whether or not involving action in an official capacity, in which Proceeding the Colorado Director was adjudged liable on the basis that the Colorado Director derived an improper personal benefit.

Section 7-109-105 of the CBCA authorizes a court of competent jurisdiction to order indemnification if it determines that the Colorado Director is (i) entitled to mandatory indemnification under Section 7-109-103 (in which case the court also shall order the Colorado corporation to pay the Colorado Director's reasonable expenses incurred to obtain court-ordered indemnification) or (ii) fairly and reasonably entitled to indemnification in view of all of the relevant circumstances, whether or not the Colorado Director met the standard of conduct under Section 7-109-102 or was adjudged liable in an action by or in the right of Eagle Ford Hunter Inc. or on the basis that he or she derived an improper personal benefit (except that the indemnification in these circumstances is limited to the reasonable expenses incurred in connection with the Proceeding and reasonable expenses incurred to obtain court-ordered indemnification).

Under Section 7-109-107 of the CBCA, unless otherwise provided in its articles of incorporation, a Colorado corporation may indemnify and advance expenses to an officer, employee, fiduciary, or agent of the corporation to the same extent as a Colorado Director and may indemnify such a person who is not a Colorado Director to a greater extent, if not inconsistent with public policy and if provided for by its bylaws, general or specific action of its board of directors or shareholders, or contract. Eagle Ford Hunter, Inc.'s articles of incorporation do not contain any such limitation.

Section 7-109-108 allows a corporation to purchase and maintain insurance on behalf of a Colorado Director or officer against liability arising from such person's status as a Colorado Director or officer regardless of whether the corporation would have the power to indemnify such person against the same liability under the CBCA. Magnum Hunter Resources Corporation maintains directors' and

officers' liability insurance for the benefit of its directors and officers, including those of Eagle Ford Hunter, Inc.

ITEM 21. ***Exhibits and Financial Statement Schedules.***

See the Exhibit Index, which is incorporated herein by reference.

ITEM 22. ***Undertakings.***

Each of the registrants hereby undertakes:

To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

That, for the purpose of determining liability under the Securities Act to any purchaser, if such registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

That, for the purpose of determining liability of such registrant under the Securities Act to any purchaser in the initial distribution of the securities, in a primary offering of securities of such registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of

the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

a) any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;

b) any free writing prospectus relating to the offering prepared by or on behalf of such registrant or used or referred to by the undersigned registrants;

c) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrants or their securities provided by or on behalf of such registrant; and

d) any other communication that is an offer in the offering made by such registrant to the purchaser.

That, for purposes of determining any liability under the Securities Act, each filing of a registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted for directors, officers and controlling persons of the registrants, the registrants have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by a registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, such registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

To deliver or cause to be delivered with the prospectus, to each person to whom the prospectus is sent or given, the latest annual report to security holders that is incorporated by reference in the prospectus and furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the Securities Exchange Act of 1934; and, where interim financial information required to be presented by Article 3 of Regulation S-X are not set forth in the prospectus, to deliver, or cause to be delivered to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated by reference in the prospectus to provide such interim financial information.

To respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on the 14th day of January, 2013.

MAGNUM HUNTER RESOURCES CORPORATION

By: /s/ GARY C. EVANS
Name: Gary C. Evans
Title: *Chairman and Chief Executive Officer*

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Gary C. Evans and Ronald D. Ormand, or either of them, severally, as his attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place, and stead, in any and all capacities, to sign any and all amendments, including post-effective amendments, to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 14th day of January, 2013.

Signature	Title
/s/ GARY C. EVANS Gary C. Evans	Chairman of the Board and Chief Executive Officer (Principal Executive Officer)
/s/ RONALD D. ORMAND Ronald D. Ormand	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer)
/s/ FRED J. SMITH, JR. Fred J. Smith, Jr.	Senior Vice President of Accounting and Chief Accounting Officer (Principal Accounting Officer)
/s/ J. RALEIGH BAILES, SR. J. Raleigh Bailes, Sr.	Director
/s/ BRAD BYNUM Brad Bynum	Director

Signature	Title
/s/ VICTOR CARRILLO Victor Carrillo	Director
/s/ STEPHEN C. HURLEY Stephen C. Hurley	Director
/s/ JOE L. MCCLAUGHERTY Joe L. McClaugherty	Director
/s/ STEVEN A. PFEIFER Steven A. Pfeifer	Director
/s/ JEFF SWANSON Jeff Swanson	Director

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on the 14th day of January, 2013.

ALPHA HUNTER DRILLING, LLC

By: /s/ GARY C. EVANS
Name: Gary C. Evans
Title: *Chief Executive Officer*

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Gary C. Evans and Ronald D. Ormand, or either of them, severally, as his attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place, and stead, in any and all capacities, to sign any and all amendments, including post-effective amendments, to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 14th day of January, 2013.

Signature	Title
/s/ GARY C. EVANS Gary C. Evans	Chief Executive Officer (Principal Executive Officer)
/s/ RONALD D. ORMAND Ronald D. Ormand	Executive Vice President and Treasurer (Principal Financial Officer and Principal Accounting Officer)
TRIAD HUNTER, LLC By: /s/ GARY C. EVANS Name: Gary C. Evans Title: *Chief Executive Officer*	Sole Managing Member

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on the 14th day of January, 2013.

BAKKEN HUNTER, LLC

By: /s/ GARY C. EVANS
Name: Gary C. Evans
Title: *Chief Executive Officer*

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Gary C. Evans and Ronald D. Ormand, or either of them, severally, as his attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place, and stead, in any and all capacities, to sign any and all amendments, including post-effective amendments, to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 14th day of January, 2013.

Signature	Title
/s/ GARY C. EVANS Gary C. Evans	Chief Executive Officer (Principal Executive Officer)
/s/ RONALD D. ORMAND Ronald D. Ormand	Executive Vice President and Treasurer (Principal Financial Officer and Principal Accounting Officer)
MAGNUM HUNTER RESOURCES CORPORATION By: /s/ GARY C. EVANS Name: Gary C. Evans Title: *Chairman and Chief Executive Officer*	Sole Managing Member

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on the 14th day of January, 2013.

EAGLE FORD HUNTER, INC.

By: /s/ GARY C. EVANS
Name: Gary C. Evans
Title: *Chief Executive Officer*

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Gary C. Evans and Ronald D. Ormand, or either of them, severally, as his attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place, and stead, in any and all capacities, to sign any and all amendments, including post-effective amendments, to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 14th day of January, 2013.

Signature	Title
/s/ GARY C. EVANS Gary C. Evans	Chief Executive Officer (Principal Executive Officer)
/s/ RONALD D. ORMAND Ronald D. Ormand	Executive Vice President and Treasurer (Principal Financial Officer and Principal Accounting Officer)

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on the 14th day of January, 2013.

HUNTER AVIATION, LLC

By: /s/ GARY C. EVANS
Name: Gary C. Evans
Title: *President*

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Gary C. Evans and Ronald D. Ormand, or either of them, severally, as his attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place, and stead, in any and all capacities, to sign any and all amendments, including post-effective amendments, to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 14th day of January, 2013.

Signature	**Title**
/s/ GARY C. EVANS Gary C. Evans	President (Principal Executive Officer)
/s/ RONALD D. ORMAND Ronald D. Ormand	Executive Vice President and Treasurer (Principal Financial Officer and Principal Accounting Officer)
MAGNUM HUNTER RESOURCES CORPORATION By: /s/ GARY C. EVANS Name: Gary C. Evans Title: *Chairman and Chief Executive Officer*	Sole Managing Member

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on the 14th day of January, 2013.

HUNTER REAL ESTATE, LLC

By: /s/ GARY C. EVANS
Name: Gary C. Evans
Title: *Chief Executive Officer*

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Gary C. Evans and Ronald D. Ormand, or either of them, severally, as his attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place, and stead, in any and all capacities, to sign any and all amendments, including post-effective amendments, to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 14th day of January, 2013.

Signature	**Title**
/s/ GARY C. EVANS Gary C. Evans	Chief Executive Officer (Principal Executive Officer)
/s/ RONALD D. ORMAND Ronald D. Ormand	Executive Vice President and Treasurer (Principal Financial Officer and Principal Accounting Officer)
TRIAD HUNTER, LLC	Sole Managing Member
By: /s/ GARY C. EVANS Name: Gary C. Evans Title: *Chief Executive Officer*	

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on the 14th day of January, 2013.

MAGNUM HUNTER MARKETING, LLC

By: /s/ GARY C. EVANS
Name: Gary C. Evans
Title: *President*

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Gary C. Evans and Ronald D. Ormand, or either of them, severally, as his attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place, and stead, in any and all capacities, to sign any and all amendments, including post-effective amendments, to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 14th day of January, 2013.

Signature	Title
/s/ GARY C. EVANS Gary C. Evans	President (Principal Executive Officer)
/s/ RONALD D. ORMAND Ronald D. Ormand	Executive Vice President and Treasurer (Principal Financial Officer and Principal Accounting Officer)
MAGNUM HUNTER RESOURCES CORPORATION By: /s/ GARY C. EVANS Name: Gary C. Evans Title: *Chairman and Chief Executive Officer*	Sole Managing Member

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on the 14th day of January, 2013.

MAGNUM HUNTER PRODUCTION, INC.

By: /s/ GARY C. EVANS
Name: Gary C. Evans
Title: *Chief Executive Officer*

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Gary C. Evans and Ronald D. Ormand, or either of them, severally, as his attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place, and stead, in any and all capacities, to sign any and all amendments, including post-effective amendments, to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 14th day of January, 2013.

Signature	Title
/s/ GARY C. EVANS Gary C. Evans	Chief Executive Officer (Principal Executive Officer)
/s/ RONALD D. ORMAND Ronald D. Ormand	Executive Vice President and Treasurer (Principal Financial Officer and Principal Accounting Officer)

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on the 14th day of January, 2013.

MAGNUM HUNTER RESOURCES GP, LLC

Magnum Hunter Resources Corporation, its sole managing member

By: /s/ GARY C. EVANS
Name: Gary C. Evans
Title: *Chairman and Chief Executive Officer*

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Gary C. Evans and Ronald D. Ormand, or either of them, severally, as his attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place, and stead, in any and all capacities, to sign any and all amendments, including post-effective amendments, to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 14th day of January, 2013.

Signature	Title
MAGNUM HUNTER RESOURCES CORPORATION By: /s/ GARY C. EVANS Name: Gary C. Evans Title: *Chairman and Chief Executive Officer*	Sole Managing Member

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on the 14th day of January, 2013.

MAGNUM HUNTER RESOURCES, LP

Magnum Hunter Resources GP, LLC, its general partner

By: /s/ RONALD D. ORMAND
Name: Ronald D. Ormand
Title: *Executive Vice President and Chief Executive Officer*

Magnum Hunter Resources Corporation, its limited partner

By: /s/ GARY C. EVANS
Name: Gary C. Evans
Title: *Chairman and Chief Executive Officer*

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Gary C. Evans and Ronald D. Ormand, or either of them, severally, as his attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place, and stead, in any and all capacities, to sign any and all amendments, including post-effective amendments, to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 14th day of January, 2013.

Signature	Title
MAGNUM HUNTER RESOURCES GP, LLC	General Partner
By: /s/ GARY C. EVANS Name: Gary C. Evans Title: *Chairman and Chief Executive Officer*	
MAGNUM HUNTER RESOURCES CORPORATION	Limited Partner
By: /s/ GARY C. EVANS Name: Gary C. Evans Title: *Chairman and Chief Executive Officer*	

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on the 14th day of January, 2013.

NGAS GATHERING, LLC

By: /s/ GARY C. EVANS
Name: Gary C. Evans
Title: *Chief Executive Officer*

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Gary C. Evans and Ronald D. Ormand, or either of them, severally, as his attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place, and stead, in any and all capacities, to sign any and all amendments, including post-effective amendments, to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 14th day of January, 2013.

Signature	**Title**
/s/ GARY C. EVANS Gary C. Evans	Chief Executive Officer (Principal Executive Officer)
/s/ RONALD D. ORMAND Ronald D. Ormand	Executive Vice President and Treasurer (Principal Financial Officer and Principal Accounting Officer)
MAGNUM HUNTER PRODUCTION, INC. By: /s/ GARY C. EVANS Name: Gary C. Evans Title: *Chief Executive Officer*	Sole Managing Member

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on the 14th day of January, 2013.

NGAS HUNTER, LLC

By: /s/ GARY C. EVANS
Name: Gary C. Evans
Title: *Chief Executive Officer*

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Gary C. Evans and Ronald D. Ormand, or either of them, severally, as his attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place, and stead, in any and all capacities, to sign any and all amendments, including post-effective amendments, to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 14th day of January, 2013.

Signature	**Title**
/s/ GARY C. EVANS Gary C. Evans	Chief Executive Officer (Principal Executive Officer)
/s/ RONALD D. ORMAND Ronald D. Ormand	Executive Vice President and Treasurer (Principal Financial Officer and Principal Accounting Officer)
MAGNUM HUNTER RESOURCES CORPORATION	Sole Managing Member

By: /s/ GARY C. EVANS
Name: Gary C. Evans
Title: *Chairman and Chief Executive Officer*

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on the 14th day of January, 2013.

PRC WILLISTON LLC

By: /s/ GARY C. EVANS
Name: Gary C. Evans
Title: *Chief Executive Officer*

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Gary C. Evans and Ronald D. Ormand, or either of them, severally, as his attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place, and stead, in any and all capacities, to sign any and all amendments, including post-effective amendments, to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 14th day of January, 2013.

Signature	**Title**
/s/ GARY C. EVANS Gary C. Evans	Chief Executive Officer (Principal Executive Officer)
/s/ RONALD D. ORMAND Ronald D. Ormand	Executive Vice President and Treasurer (Principal Financial Officer and Principal Accounting Officer)
MAGNUM HUNTER RESOURCES CORPORATION By: /s/ GARY C. EVANS Name: Gary C. Evans Title: *Chairman and Chief Executive Officer*	Sole Managing Member

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on the 14th day of January, 2013.

TRIAD HUNTER, LLC

By: /s/ GARY C. EVANS
Name: Gary C. Evans
Title: *Chief Executive Officer*

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Gary C. Evans and Ronald D. Ormand, or either of them, severally, as his attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place, and stead, in any and all capacities, to sign any and all amendments, including post-effective amendments, to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 14th day of January, 2013.

Signature	**Title**
/s/ GARY C. EVANS Gary C. Evans	Chief Executive Officer (Principal Executive Officer)
/s/ RONALD D. ORMAND Ronald D. Ormand	Executive Vice President and Treasurer (Principal Financial Officer and Principal Accounting Officer)
MAGNUM HUNTER RESOURCES CORPORATION By: /s/ GARY C. EVANS Name: Gary C. Evans Title: *Chairman and Chief Executive Officer*	Sole Managing Member

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on the 14th day of January, 2013.

WILLISTON HUNTER, INC.

By: /s/ R. GLENN DAWSON
Name: R. Glenn Dawson
Title: *President*

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Gary C. Evans and Ronald D. Ormand, or either of them, severally, as his attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place, and stead, in any and all capacities, to sign any and all amendments, including post-effective amendments, to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 14th day of January, 2013.

Signature	Title
/s/ R. GLENN DAWSON R. Glenn Dawson	President (Principal Executive Officer)
/s/ RONALD D. ORMAND Ronald D. Ormand	Executive Vice President and Treasurer (Principal Financial Officer and Principal Accounting Officer)
/s/ GARY C. EVANS Gary C. Evans	Chief Executive Officer

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on the 14th day of January, 2013.

WILLISTON HUNTER ND, LLC

By: /s/ GARY C. EVANS
Name: Gary C. Evans
Title: *Chief Executive Officer*

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Gary C. Evans and Ronald D. Ormand, or either of them, severally, as his attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place, and stead, in any and all capacities, to sign any and all amendments, including post-effective amendments, to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 14th day of January, 2013.

Signature	**Title**
/s/ GARY C. EVANS Gary C. Evans	Chief Executive Officer (Principal Executive Officer)
/s/ RONALD D. ORMAND Ronald D. Ormand	Executive Vice President and Treasurer (Principal Financial Officer and Principal Accounting Officer)
MAGNUM HUNTER RESOURCES CORPORATION By: /s/ GARY C. EVANS Name: Gary C. Evans Title: *Chairman and Chief Executive Officer*	Sole Managing Member

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on the 14th day of January, 2013.

VIKING INTERNATIONAL RESOURCES CO., INC.

By: /s/ GARY C. EVANS
Name: Gary C. Evans
Title: *Chief Executive Officer*

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Gary C. Evans and Ronald D. Ormand, or either of them, severally, as his attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place, and stead, in any and all capacities, to sign any and all amendments, including post-effective amendments, to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 14th day of January, 2013.

Signature	Title
/s/ GARY C. EVANS Gary C. Evans	Chief Executive Officer (Principal Executive Officer)
/s/ RONALD D. ORMAND Ronald D. Ormand	Executive Vice President and Treasurer (Principal Financial Officer and Principal Accounting Officer)
TRIAD HUNTER, LLC By: /s/ GARY C. EVANS Name: Gary C. Evans Title: *Chief Executive Officer*	Sole Managing Member

EXHIBIT INDEX

Exhibit No.	Description
1.1	Underwriting Agreement, dated May 11, 2012, between the Registrant and Credit Suisse Securities (USA) LLC and Citigroup Global Markets Inc., as the representatives for the several underwriters named therein (incorporated by reference from the Registrant's current report on Form 8-K filed on May 14, 2012).
1.2	Underwriting Agreement, dated September 7, 2012, by and among the Registrant, Barclays Capital Inc., MLV & Co. LLC, Wunderlich Securities, Inc., Maxim Group LLC and National Securities Corporation (incorporated by reference from the Registrant's current report on Form 8-K filed on September 11, 2012).
1.3	Underwriting Agreement, dated December 4, 2012, by and among the Registrant, UBS Securities LLC, MLV & Co. LLC, Wunderlich Securities, Inc., Maxim Group LLC, National Securities Corporation and Northland Capital Markets (incorporated by reference from the Registrant's current report on Form 8-K filed on December 7, 2012).
2.1	Arrangement Agreement between the Registrant and NGAS Resources, Inc., dated December 23, 2010 (incorporated by reference from the Registrant's current report on Form 8-K filed on December 30, 2010).
2.2	Purchase and Sale Agreement between the Registrant, Quest Eastern Resource LLC and PostRock MidContinent Production, LLC, dated December 24, 2010 (incorporated by reference from the Registrant's current report on Form 8-K/A filed on March 2, 2011).
2.3	Arrangement Agreement between the Registrant and NuLoch Resources Inc., dated January 19, 2011 (incorporated by reference from the Registrant's current report on Form 8-K filed on January 25, 2011).
2.3.1	Plan of Arrangement under Section 193 of the Business Corporations Act (Alberta) with respect to the Acquisition of NuLoch Resources Inc. by the Registrant (incorporated by reference from Registrant's registration statement on Form S-4 filed on April 8, 2011).
2.4	Purchase and Sale Agreement by and among Triad Hunter, LLC and Windsor Marcellus, LLC (incorporated by reference from the Registrant's current report on Form 8-K filed on April 12, 2011).
2.5	Purchase and Sale Agreement by and among Triad Hunter, LLC, Quest Eastern Resource LLC and PostRock Energy Corporation, dated June 16, 2011 (incorporated by reference from the Registrant's current report on Form 8-K filed on June 21, 2011).
2.6	Purchase and Sale Agreement by and among Eagle Operating Inc., Williston Hunter ND, LLC and for the limited purposes set forth therein, the Registrant, dated August 4, 2011 (incorporated by reference from the Registrant's current report on Form 8-K filed on August 5, 2011).
2.6.1	Amendment to Purchase and Sale Agreement, dated as of March 5, 2012, by and among Eagle

	Operating, Inc., Williston Hunter ND, LLC, and Magnum Hunter Resources Corporation (incorporated by reference from the Registrant's current report on Form 8-K filed on March 9, 2012).
2.6.2	Second Amendment to Purchase and Sale Agreement, dated April 2, 2012, by and among Eagle Operating, Inc., Williston Hunter ND, LLC, and Magnum Hunter Resources Corporation (incorporated by reference from the Registrant's current report on Form 8-K filed on April 5, 2012).

Exhibit No.	Description
2.7	Asset Purchase Agreement, dated March 21, 2012, by and among Eureka Hunter Holdings, LLC, TransTex Gas Services LP, and Eureka Hunter Acquisition Sub LLC (incorporated by reference from the Registrant's quarterly report on Form 10-Q filed on May 3, 2012).
2.7.1	First Amendment to Asset Purchase Agreement, dated April 2, 2012, by and between Eureka Hunter Holdings, LLC, TransTex Gas Services, LP, and Eureka Hunter Acquisition Sub LLC (incorporated by reference from the Registrant's quarterly report on Form 10-Q filed on May 3, 2012).
2.8	Purchase and Sale Agreement, dated as of April 17, 2012, by and between Baytex Energy USA Ltd. and Bakken Hunter, LLC (incorporated by reference from the Registrant's current report on Form 8-K filed on April 24, 2012).
2.8.1	First Amendment to Purchase and Sale Agreement, dated May 17, 2012, by and between Baytex Energy USA Ltd. and Bakken Hunter, LLC (incorporated by reference from the Registrant's current report on Form 8-K filed on May 23, 2012).
2.8.2	Second Amendment to Purchase and Sale Agreement, dated May 22, 2012, by and between Baytex Energy USA Ltd. and Bakken Hunter, LLC (incorporated by reference from the Registrant's current report on Form 8-K filed on May 23, 2012).
2.9	Stock Purchase Agreement, dated as of October 24, 2012, by and among Triad Hunter, LLC, Viking International Resources Co., Inc., all of the stockholders of Viking International Resources Co., Inc., and solely for the purposes set forth therein, the Registrant (incorporated by reference from the Registrant's Current Report on Form 8-K filed on October 30, 2012)
2.10	Purchase and Sale Agreement, dated as of November 21, 2012, between Samson Resources Company and Bakken Hunter, LLC (incorporated by reference from the Registrant's current report on Form 8-K filed on November 28, 2012).
3.1	Restated Certificate of Incorporation of the Registrant, filed February 13, 2002 (incorporated by reference from the Registrant's Registration Statement on Form SB-2 filed on March 21, 2006).
3.1.1	Certificate of Amendment of Certificate of Incorporation of the Registrant, filed May 8, 2003 (incorporated by reference from the Registrant's Registration Statement on Form SB-2 filed on March 21, 2006).
3.1.2	Certificate of Amendment of Certificate of Incorporation of the Registrant, filed June 6, 2005 (incorporated by reference from the Registrant's Registration Statement on Form SB-2 filed on March 21, 2006).
3.1.3	Certificate of Amendment of Certificate of Incorporation of the Registrant, filed July 18, 2007 (incorporated by reference from the Registrant's quarterly report on Form 10-QSB filed on August 14, 2007).
3.1.4	Certificate of Ownership and Merger Merging Magnum Hunter Resources Corporation with and into

Petro Resources Corporation, filed July 13, 2009 (incorporated by reference from the Registrant's current report on Form 8-K filed on July 14, 2009).

3.1.5 Certificate of Amendment of Certificate of Incorporation of the Registrant, filed November 3, 2010 (incorporated by reference from the Registrant's current report on Form 8-K filed on November 2, 2010).

3.1.6 Certificate of Amendment of Certificate of Incorporation of the Registrant, filed May 9, 2011 (incorporated by reference from the Registrant's quarterly report on Form 10-Q filed on March 31, 2011).

Exhibit No.	Description
3.1.7	Certificate of Amendment of Certificate of Incorporation of the Registrant, filed March 16, 2011 (incorporated by reference from the Registrant's current report on Form 8-K filed on March 17, 2011).
3.2	Amended and Restated Bylaws of the Registrant, dated March 15, 2001 as amended on April 14, 2006, October 12, 2006, and May 26, 2011 (incorporated by reference from the Registrant's Quarterly Report on Form 10-Q filed on August 9, 2011).
3.3*	Certificate of Formation of Alpha Hunter Drilling, LLC, filed January 12, 2010
3.4*	Limited Liability Company Agreement of Alpha Hunter Drilling, LLC
3.5*	Certificate of Formation of Bakken Hunter, LLC, as amended through April 5, 2012
3.6*	Limited Liability Company Agreement of Bakken Hunter, LLC
3.7*	Articles of Incorporation of Eagle Ford Hunter, Inc., as amended through May 3, 2011
3.8*	By-laws of Eagle Ford Hunter, Inc., dated January 31, 1980
3.9*	Certificate of Formation of Hunter Aviation, LLC, filed October 28, 2011
3.10*	Limited Liability Company Agreement of Hunter Aviation, LLC, dated October 28, 2011
3.11*	Certificate of Formation of Hunter Real Estate, LLC, filed January 12, 2010
3.12*	Limited Liability Company Agreement of Hunter Real Estate, LLC, dated January 12, 2010
3.13*	Certificate of Incorporation of Magnum Hunter Production, Inc. as amended through June 29, 2011
3.14*	Bylaws of Magnum Hunter Production, Inc.
3.15*	Certificate of Formation of Magnum Hunter Marketing, LLC, filed September 9, 2011
3.16*	Limited Liability Company Agreement of Magnum Hunter Marketing, LLC, dated September 9, 2011
3.17*	Certificate of Formation of Magnum Hunter Resources GP, LLC, filed September 2, 2008
3.18*	Limited Liability Company Agreement of Magnum Hunter Resources GP, LLC, dated September 2, 2008
3.19*	Certificate of Limited Partnership of Magnum Hunter Resources, LP, filed September 2, 2008
3.20*	Agreement of Limited Partnership of Magnum Hunter Resources, LP, as amended through November 19, 2009

3.21*Articles of Organization of NGAS Gathering, LLC, filed January 7, 2005

3.22*Operating Agreement of NGAS Gathering, LLC, as amended through June 10, 2008

3.23*Certificate of Formation of NGAS Hunter, LLC, as amended through April 8, 2011

3.24*Limited Liability Company Agreement of NGAS Hunter, LLC

3.25*Certificate of Formation of PRC Williston LLC, as amended through January 3, 2011

3.26*Limited Liability Company Agreement of PRC Williston LLC, dated January 9, 2007

3.27*Certificate of Formation of Triad Hunter, LLC, filed October 20, 2009

3.28*Limited Liability Company Agreement of Triad Hunter, LLC

Exhibit No.	Description
3.29*	Certificate of Incorporation of Viking International Resources Co., Inc., as amended through April 4, 2011
3.30*	By-Laws of Viking International Resources Co., Inc., dated May 2, 1988
3.31*	Certificate of Incorporation of Williston Hunter, Inc., as amended through May 3, 2011
3.32*	Bylaws of Williston Hunter, Inc., dated October 23, 2009
3.33*	Certificate of Formation of Williston Hunter ND, LLC, as amended through May 4, 2011
3.34*	Limited Liability Company Agreement of Williston Hunter ND, LLC
4.1	Form of certificate for common stock (incorporated by reference from the Registrant's 2010 annual report on Form 10-K filed on February 18, 2011).
4.2	Certificate of Designation of Rights and Preferences of 10.25% Series C Cumulative Perpetual Preferred Stock, dated December 10, 2009 (incorporated by reference from the Registrant's Registration Statement on Form 8-A filed on December 10, 2009).
4.2.1	Certificate of Amendment of Certificate of Designation of Rights and Preferences of 10.25% Series C Cumulative Perpetual Preferred Stock, dated August 2, 2010 (incorporated by reference from the Registrant's quarterly report on Form 10-Q filed on August 12, 2010).
4.2.2	Certificate of Amendment of Certificate of Designation of Rights and Preferences of 10.25% Series C Cumulative Perpetual Preferred Stock, dated September 8, 2010 (incorporated by reference from the Registrant's current report on Form 8-K filed on September 15, 2010).
4.3	Certificate of Designation of Rights and Preferences of 8.0% Series D Cumulative Preferred Stock, dated March 16, 2011 (incorporated by reference from the Registrant's current report on Form 8-K filed on March 17, 2011).
4.4	Certificate of Designations, Preferences and Rights of the Special Voting Preferred Stock (incorporated by reference from the Registrant's current report on Form 8-K filed on May 5, 2011).
4.5	Registration Rights Agreement, dated May 16, 2012, by and among the Company, the Guarantors named therein and Credit Suisse Securities (USA) LLC and Citigroup Global Markets Inc., as the representatives of the several Initial Purchasers named therein (incorporated by reference from the Registrant's current report on Form 8-K filed on May 16, 2012).
4.5.1*	Amendment Agreement to Registration Rights Agreement, dated December 13, 2012, by and among the Company, the Guarantors named therein and Credit Suisse Securities (USA) LLC and Citigroup Global Markets Inc., as the representatives of the several Initial Purchasers named therein.
4.6	Indenture, dated May 16, 2012, by and among the Registrant, the Guarantors named therein, Wilmington Trust, National Association, as Trustee, and Citibank, N.A., as Paying Agent, Registrar

	and Authenticating Agent (incorporated by reference from the Registrant's current report on Form 8-K filed on May 16, 2012).
4.6.1*	First Supplemental Indenture, dated October 18, 2012, by and among the Company, the Guarantors named therein, Wilmington Trust, National Association, as Trustee, and Citibank, N.A., as Paying Agent, Registrar and Authenticating Agent.
4.6.2*	Second Supplemental Indenture, dated December 13, 2012, by and among the Company, the Guarantors named therein, Wilmington Trust, National Association, as Trustee, and Citibank, N.A., as Paying Agent, Registrar and Authenticating Agent.

Exhibit No.	Description
4.7	Certificate of Designations of Rights and Preferences of the 8.0% Series E Cumulative Convertible Preferred Stock (incorporated by reference from the Registrant's current report on Form 8-K filed on November 8, 2012).
4.8	Deposit Agreement, dated as of November 2, 2012, by and among the Registrant, American Stock Transfer & Trust Company, as Depositary, and the holders from time to time of the depositary receipts described therein (incorporated by reference from the Registrant's current report on Form 8-K filed on November 8, 2012).
4.9	Registration Rights Agreement, dated December 18, 2012, by and among the Company, the Guarantors named therein and Citigroup Global Markets Inc., as the representatives of the several Initial Purchasers named therein (incorporated by reference from the Registrant's current report on Form 8-K filed on December 21, 2012).
5.1*	Opinion of Fulbright & Jaworski L.L.P.
5.2*	Opinion of Wyatt, Tarrant & Combs, LLP.
10.1+	Employment Agreement between the Registrant and Gary C. Evans, dated May 22, 2009 (incorporated by reference from the Registrant's current report on Form 8-K filed on May 28, 2009).
10.1.1+	Amendment to Employment Agreement between the Registrant and Gary C. Evans, dated of November 14, 2011 (incorporated by reference from the Registrant's annual report on Form 10-K filed on February 29, 2012).
10.2+	Stock Option Agreement between the Registrant and Gary C. Evans, dated May 22, 2009 (incorporated by reference from the Registrant's current report on Form 8-K filed on May 28, 2009).
10.3+	Restricted Stock Agreement between the Registrant and Gary C. Evans, dated May 22, 2009 (incorporated by reference from the Registrant's current report on Form 8-K filed on May 28, 2009).
10.4+	Employment Agreement between the Registrant and Ronald D. Ormand, dated May 22, 2009 (incorporated by reference from the Registrant's current report on Form 8-K filed on May 28, 2009).
10.4.1+	Amendment to Employment Agreement between the Registrant and Ronald O. Ormand, dated of November 14, 2011 (incorporated by reference from the Registrant's annual report on Form 10-K filed on February 29, 2012).
10.5+	Stock Option Agreement between the Registrant and Ronald D. Ormand, dated May 22, 2009 (incorporated by reference from the Registrant's current report on Form 8-K filed on May 28, 2009).
10.6+	Restricted Stock Agreement between the Registrant and Ronald D. Ormand, dated May 22, 2009 (incorporated by reference from the Registrant's current report on Form 8-K filed on May 28, 2009).
10.7+	Employment Agreement between the Registrant and H.C. "Kip" Ferguson, dated October 1, 2009

	(incorporated by reference from the Registrant's annual report on Form 10-K filed on February 18, 2011).
10.7.1+	Amendment to Employment Agreement between Registrant and H.C. "Kip" Ferguson, dated November 14, 2011 (incorporated by reference from the Registrant's annual report on Form 10-K filed on February 29, 2012).
10.8+	Amended and Restated Stock Incentive Plan of Registrant (incorporated by reference from the Registrant's current report on Form 8-K filed on December 3, 2010).

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Exhibit No.	Description
10.8.1+	Amendment to Amended and Restated Stock Incentive Plan (incorporated by reference from the Registrant's proxy statement on Annex C of Schedule 14A filed on April 1, 2011).
10.8.2+	Form of Stock Option Agreement under the Registrant's Amended and Restated Stock Incentive Plan (incorporated by reference from the Registrant's annual report on Form 10-K filed on February 18, 2011).
10.8.3+	Form of Restricted Stock Award Agreement under the Registrant's Amended and Restated Stock Incentive Plan (incorporated by reference from the Registrant's current report on Form 8-K filed on December 3, 2010).
10.8.4+	Form of Stock Appreciation Right Agreement under the Registrant's Amended and Restated Stock Incentive Plan (incorporated by reference from the Registrant's current report on Form 8-K filed on December 3, 2010).
10.9+	Form of Executive Change of Control Retention Agreements (incorporated by reference from the Registrant's annual report on Form 10-K filed on February 29, 2012).
10.9.1+	Amendment to Form of Executive Change of Control Retention Agreements (incorporated by reference from the Registrant's annual report on Form 10-K filed on February 29, 2012).
10.10	Lease Purchase Agreement between the Registrant and The Meridian Resource & Exploration, LLC, dated January 10, 2006 (incorporated by reference from the Registrant's registration statement on Form SB-2 filed on March 21, 2006).
10.11	Form of Registration Rights Agreement for $3.00 warrants sold as part of the Registrant's February 2006 private placement, dated February 17, 2006 (incorporated by reference from the Registrant's registration statement on Form SB-2 filed on March 21, 2006).
10.11.1	Form of $3.00 Warrant sold as part of February 2006 private placement (incorporated by reference from the Registrant's registration statement on Form SB-2 filed on March 21, 2006).
10.12	Purchase and Sale Agreement between the Registrant and Eagle Operating, Inc., dated December 11, 2006 (incorporated by reference from the Registrant's annual report on Form 10-KSB for the year ended December 31, 2006, filed on April 2, 2007).
10.13	First Amendment to Purchase and Sale Agreement between the Registrant and Eagle Operating, Inc., dated January 25, 2007 (incorporated by reference from the Registrant's annual report on Form 10-K filed on February 18, 2011).
10.14	Form of Securities Purchase and Registration Rights Agreement with respect to November 5, 2009 offering (incorporated by reference from the Registrant's current report on Form 8-K filed on November 6, 2009).
10.14.1	Form of $2.50 Warrant with respect to the Registrant's November 5, 2009 offering (incorporated by reference from the Registrant's current report on Form 8-K filed on November 6, 2009).

10.15	Placement Agency Agreement with respect to the Registrant's November 10, 2009 offering, dated November 10, 2009 (incorporated by reference from the Registrant's current report on Form 8-K filed on November 13, 2009).
10.16	Placement Agency Agreement with respect to the Registrant's November 11, 2009 offering, dated November 11, 2009 (incorporated by reference from the Registrant's current report on Form 8-K filed on November 13, 2009).

Exhibit No.	Description
10.17	Form of $2.50 Warrant with respect to the Registrant's November 10 and 11, 2009 offerings (incorporated by reference from the Registrant's current report on Form 8-K filed on November 13, 2009).
10.18	Purchase and Sale Agreement between the Registrant and Approach Oil & Gas Inc., dated October 29, 2010 (incorporated by reference from the Registrant's current report on Form 8-K filed on November 4, 2010).
10.19	Form of Support Agreement between the Registrant and certain NGAS Resources, Inc. shareholders, dated December 23, 2010 (incorporated by reference from the Registrant's current report on Form 8-K filed on December 30, 2010).
10.20	Omnibus Agreement between the Registrant, NGAS Resources, Inc., NGAS Production Co., NGAS Gathering, LLC, Seminole Energy Services, L.L.C., Seminole Gas Company, L.L.C. and NGAS Gathering II, LLC, dated March 10, 2011 (incorporated by reference from the Registrant's current report on Form 8-K filed on March 16, 2011).
10.21	Second Amended and Restated Credit Agreement between the Registrant, Bank of Montreal, Capital One, N.A., Amegy Bank National Association, KeyBank National Association, UBS Securities LLC, BMO Capital Markets, and the lenders party thereto, dated April 13, 2011 (incorporated by reference from the Registrant's current report on Form 8-K filed on April 14, 2011).
10.21.1	First Amendment to Second Amended and Restated Credit Agreement (incorporated by reference from the Registrant's Current Report on Form 8-K filed on July 19, 2011).
10.21.2	Second Amendment to Second Amended and Restated Credit Agreement (incorporated by reference from the Registrant's current report on Form 8-K filed on August 18, 2011).
10.21.3	Third Amendment to Second Amended and Restated Credit Agreement (incorporated by reference from the Registrant's current report on Form 8-K filed on October 4, 2011).
10.21.4	Fourth Amendment to Second Amended and Restated Credit Agreement (incorporated by reference from the Registrant's current report on Form 8-K filed on December 12, 2011).
10.21.5	Fifth Amendment to Second Amended and Restated Credit Agreement (incorporated by reference from the Registrant's current report on Form 8-K filed on February 14, 2012).
10.21.6	Sixth Amendment to Second Amended and Restated Credit Agreement and Limited Waiver, dated May 2, 2012, by and among the Company, Bank of Montreal, as Administrative Agent, and the lenders and guarantors party thereto (incorporated by reference from the Registrant's current report on Form 8-K filed on May 8, 2012).
10.21.7	Seventh Amendment to Second Amended and Restated Credit Agreement (incorporated by reference from the Registrant's current report on Form 8-K filed on May 8, 2012).

10.21.8	Eighth Amendment to Second Amended and Restated Credit Agreement (incorporated by reference from the Registrant's quarterly report on Form 10-Q filed on August 9, 2012).
10.21.9	Ninth Amendment to Second Amended and Restated Credit Agreement (incorporated by reference from the Registrant's current report on Form 8-K filed on August 13, 2012).
10.21.10	Tenth Amendment to Second Amended and Restated Credit Agreement (incorporated by reference from the Registrant's current report on Form 8-K filed on November 14, 2012).
10.21.11	Eleventh Amendment to Second Amended and Restated Credit Agreement (incorporated by reference from the Registrant's current report on Form 8-K filed on November 14, 2012).
10.21.12	Twelfth Amendment to Second Amended and Restated Credit Agreement (incorporated by reference from the Registrant's current report on Form 8-K filed on December 7, 2012).

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Exhibit No.	Description
10.21.13	Thirteenth Amendment to Second Amended and Restated Credit Agreement (incorporated by reference from the Registrant's current report on Form 8-K filed on December 21, 2012).
10.22	Warrants Agreement (including Form of Warrant Certificate) between the Registrant and American Stock Transfer & Trust Company, dated October 13, 2011 (incorporated by reference from the Registrant's current report on Form 8-K filed on October 18, 2011).
10.23	First Lien Credit Agreement by and among Eureka Hunter Pipeline, LLC, the lenders party thereto and SunTrust Bank (incorporated by reference from the Registrant's current report on Form 8-K filed on August 22, 2011).
10.23.1	First Amendment to First Lien Credit Agreement, dated May 2, 2012, by and among Eureka Hunter Pipeline, LLC, SunTrust Bank, as Administrative Agent, and the lenders party thereto (incorporated by reference from the Registrant's current report on Form 8-K filed on May 8, 2012).
10.24	Second Lien Term Loan Agreement by and among Eureka Hunter Pipeline, LLC, the lenders party thereto and PennantPark Investment Corporation (incorporated by reference from the Registrant's current report on Form 8-K filed on August 22, 2011).
10.24.1	First Amendment to Second Lien Term Loan Agreement, dated September 20, 2011, by and among Eureka Hunter Pipeline, LLC, PennantPark Investment Corporation and the other lenders party thereto (incorporated by reference from the Registrant's current report on Form 8-K filed on May 8, 2012).
10.24.2	Limited Waiver to Second Lien Term Loan Agreement, dated May 2, 2012, by and among Eureka Hunter Pipeline, LLC, U.S. Bank National Association, as Collateral Agent, PennantPark Investment Corporation and the other lenders party thereto (incorporated by reference from the Registrant's current report on Form 8-K filed on May 8, 2012).
10.24.3	Second Amendment to Second Lien Term Loan Agreement by and among Eureka Hunter Pipeline, LLC, PennantPark Investment Corporation and the other lenders party thereto (incorporated by reference from the Registrant's current report on Form 8-K filed on May 8, 2012).
10.24.4	Limited Waiver and Third Amendment to Second Lien Term Loan Agreement, dated June 29, 2012, by and among Eureka Hunter Pipeline, LLC, PennantPark Investment Corporation and the other lenders party thereto (incorporated by reference from the Registrant's current report on Form 8-K filed on July 6, 2012).
10.25	Second Lien Credit Agreement by and among the Registrant, Capital One, N.A., and the lenders and guarantors party thereto, dated September 28, 2011 (incorporated by reference from the Registrant's Current Report on Form 8-K filed on October 4, 2011).
10.25.1	First Amendment to Second Lien Credit Agreement, dated December 6, 2011 (incorporated by reference from the Registrant's current report on Form 8-K filed on December 12, 2011).

10.25.2	Second Amendment to Second Lien Credit Agreement, dated February 14, 2012 (incorporated by reference to the Registrant's current report on Form 8-K filed on February 14, 2012).
10.25.3	Third Amendment to Second Lien Term Loan Credit Agreement and Limited Waiver, dated May 2, 2012, by and among the Company, Capital One, N.A., as Administrative Agent, and the lenders and guarantors party thereto (incorporated by reference from the Registrant's current report on Form 8-K filed on May 8, 2012).

Exhibit No.	Description
10.25.4	Fourth Amendment to Second Lien Term Loan Credit Agreement, dated May 2, 2012, by and among the Company, Capital One, N.A., as Administrative Agent, and the lenders and guarantors party thereto (incorporated by reference from the Registrant's current report on Form 8-K filed on May 8, 2012).
10.26	At the Market Sales Agreement (Series D Preferred Stock) between the Registrant and MLV & Co., LLC, dated January 18, 2012 (incorporated by reference from the Registrant's current report on Form 8-K filed on January 19, 2012).
10.27	At the Market Sales Agreement (Series D Preferred Stock) between the Registrant and Wunderlich Securities, Inc., dated January 18, 2012 (incorporated by reference from the Registrant's current report on Form 8-K filed on January 19, 2012).
10.28	At the Market Sales Agreement (Common Stock) between the Registrant and MLV & Co., LLC, dated January 18, 2012 (incorporated by reference from the Registrant's current report on Form 8-K filed on January 19, 2012).
10.29	Series A Convertible Preferred Unit Purchase Agreement, dated March 21, 2012, by and among Eureka Hunter Holdings, LLC, Magnum Hunter Resources Corporation, and Ridgeline Midstream Holdings, LLC (incorporated by reference to the Registrant's quarterly report on Form 10-Q filed on May 3, 2012).
10.30	Amended and Restated Limited Liability Company Agreement of Eureka Holdings, dated March 21, 2012, between Magnum Hunter Resources Corporation and ArcLight Capital Partners, LLC (incorporated by reference to the Registrant's quarterly report on Form 10-Q filed on May 3, 2012).
10.30.1	First Amendment to Amended and Restated Limited Liability Company Agreement of Eureka Hunter Holdings, LLC, dated April 2, 2012, by and between Magnum Hunter Resources Corporation, Ridgeline Midstream Holdings, LLC, and TransTex Gas Services LP. (incorporated by reference to the Registrant's quarterly report on Form 10-Q filed on May 3, 2012).
12.1#	Computation of Ratio of Earnings to Fixed Charges
21.1*	List of Subsidiaries.
23.1*	Consent of Hein & Associates LLP, independent registered public accounting firm.
23.2*	Consent of Cawley, Gillespie & Associates, Inc., independent petroleum consultants.
23.3*	Consent of AJM Deloitte and Touche, LLP, independent petroleum consultants.
23.4*	Consent of Fulbright & Jaworski L.L.P. (contained in Exhibit 5.1 hereto).
23.5*	Consent of Wyatt, Tarrant & Combs, LLP (contained in Exhibit 5.2 hereto).

24.1*Powers of Attorney (included on each signature page hereto).

25.1*Form T-1, Statement of Eligibility under the Trust Indenture Act of 1939 of Wilmington Trust, National Association, as Trustee.

99.1#Form of Letter of Transmittal and Consent.

* Filed herewith.

\+ Management contract or compensatory plan or arrangement.

\# Included in the prospectus.

Exhibit 3.3

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "ALPHA HUNTER DRILLING, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWELFTH DAY OF JANUARY, A.D. 2010, AT 4:06 O' CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "ALPHA HUNTER DRILLING, LLC".

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

4776425 8100H

AUTHENTICATION: 9559877

120534170

DATE: 05-09-12

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:06 PM 01/12/2010
FILED 04:06 PM 01/12/2010
SRV 100031853 - 4776425 FILE

CERTIFICATE OF FORMATION

OF

ALPHA HUNTER DRILLING, LLC

THE UNDERSIGNED, an authorized person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

1. The name of the limited liability company is Alpha Hunter Drilling, LLC (the "Company").

2. The address of the registered office and the name of the registered agent of the Company for service of process at such address, as required to be maintained by § 18-104 of the Delaware Limited Liability Company Act, are as follows:

Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, New Castle County, Delaware 19808

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 12th day of January, 2010.

/s/ David Lipp
David Lipp, Authorized Person

Exhibit 3.4

LIMITED LIABILITY COMPANY AGREEMENT
OF
ALPHA HUNTER DRILLING, LLC
A DELAWARE LIMITED LIABILITY COMPANY

Triad Hunter, LLC a Delaware corporation (the "Member") hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq. (the "Act"), and hereby declares the following to be the Limited Liability Company Agreement of such limited liability company:

1. Name. The name of the limited liability company formed hereby (the "Company") is Alpha Hunter Drilling, LLC.

2. Purpose and Powers. The purpose of the Company is to engage in any activity for which limited liability companies may be organized in the State of Delaware. The Company shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges arc necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

3. Certificates; Term; Existence. David Lipp, as an "authorized person" within the meaning of the Act, has executed, delivered and filed the Certificate of Formation of the Company with the Office of the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation of the Company with the Office of the Secretary of State of the State of Delaware, his powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any other jurisdiction in which the Company may wish to conduct business. The term of the Company commenced on the date hereof, being the date the Certificate of Formation of the Company was filed with the Office of the Secretary of State of the State of Delaware, and the term of the Company shall continue until the dissolution of the Company pursuant to Section 17 hereof. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate of Formation of the Company pursuant to the Act and this Agreement.

4. Registered Office. The registered office of the Company in the State of Delaware is located at 2711 Centerville Road, Suite 400 Wilmington, New Castle County, Delaware 19808.

5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware are Corporation Service Company, 2711 Centerville Road, Suite 400 Wilmington, New Castle County, Delaware 19808.

6. Admission of Member. Simultaneously with the execution and delivery of this Agreement, Triad Hunter, LLC is hereby admitted to the Company as the sole member of the Company in respect of the Interest (as hereinafter defined) being acquired hereunder.

sole member of the Company in respect of the Interest (as hereinafter defined) being acquired hereunder.

7. Interest. The Company shall be authorized to issue a single class of Limited Liability Company Interest (as defined in the Act, the "Interest") that shall not be certificated, and shall include any and all benefits to which the holder of such Interest may be entitled in this Agreement, together with all obligations of such person to comply with the terms and provisions of this Agreement.

8. Capital Subscriptions. The Member may contribute additional cash or other property to the Company as it shall decide, from time to time.

9. Tax Characterization and Returns. Until such time as the Company shall have more than one member, it is the intention of the Member that the Company be disregarded for federal and all relevant state tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes. All provisions of the Company' s Certificate of Formation and this Agreement are to be construed so as to preserve that tax status. The Member is hereby authorized to file any necessary elections with any tax authorities and shall be required to file any necessary tax returns on behalf of the Company with any such tax authorities.

10. Management. The management of the Company shall be vested solely in the Member, who shall have all powers to control and manage the business and affairs of the Company and may exercise all powers of the Company. All instruments, contracts, agreements and documents shall be valid and binding on the Company if executed by the Member.

11. Officers.

(a) Officers. The officers of the Company shall be appointed by the Member and shall consist of at least a president and a secretary. Two or more offices may be held by the same person. The initial officers of the Company appointed by the Member are set forth on Exhibit A attached hereto.

(b) Additional Officers. The Member may also appoint a chief executive officer, a treasurer, and one or more vice presidents, assistant secretaries and assistant treasurers. The Member may appoint such other officers and assistant officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall have such authority and exercise such powers and perform such duties as shall be expressly set forth herein or as shall otherwise be determined from time to time by the Member by resolution not inconsistent with this Agreement.

(c) Compensation. The salaries of all officers and agents of the Company shall be fixed by the Member. The Member shall have the power to enter into contracts for the employment and compensation of officers for such terms as the Member deems advisable.

(d) Term; Removal; Vacancies. The officers of the Company shall hold office until their successors are elected or appointed and qualify, or until their death or until their resignation or removal from office. Any officer elected or appointed by the

Member may be removed at any time by the Member, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any vacancy occurring in any office of the Company by death, resignation, removal or otherwise shall be filled by the Member.

(e) Chief Executive Officer. The chief executive officer, if one is elected or appointed, shall be the chief executive officer of the Company and shall have general and active management of the business of the Company and shall see that all orders and resolutions of the Member, as applicable, are carried into effect. The chief executive officer shall preside at all meetings of the Members.

(f) President. The president shall assist the chief executive officer in seeing that all orders and resolutions of the Member, as applicable, are carried into effect and shall have such other duties and such other powers as the Member may from time to time prescribe or as the chief executive officer may from time to time delegate.

(g) Vice Presidents. The vice presidents in the order of their seniority, unless otherwise determined by the Member, shall, in the absence or disability of the president, perform the duties and have the authority and exercise the powers of the president. They shall perform such other duties and have such other authority and powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(h) Secretary. The secretary shall attend all meetings of the Member and record all of the proceedings of the meetings of the Member and resolutions of the Member, as applicable, in a record book to be kept for that purpose. The secretary shall give, or cause to be given, notice of all meetings of the Member, and shall perform such other duties as may be prescribed by the Member, chief executive officer or president, under whose supervision he or she shall be. The secretary shall keep in safe custody the seal of the Company (if any) and, when authorized by the Member, shall affix the same to any instrument requiring it and, when so affixed, it shall be attested by his or her signature or by the signature of an assistant secretary or of the treasurer. The secretary shall perform such other duties and have such other powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(i) Assistant Secretaries. The assistant secretaries, if elected or appointed, in the order of their seniority, unless otherwise determined by the Member, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary. They shall perform such other duties and have such other powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(j) Treasurer. The treasurer, if one is elected or appointed, shall have custody of the Company funds and securities and shall keep full and accurate accounts and records of receipts, disbursements and other transactions in books belonging to the

Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated from time to time by the Member. The treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render the chief executive officer, president and Member, at their regular meetings, or when the chief executive officer or president or Member so requires, an account of all his or her transactions as treasurer and of the financial condition of the Company. If required by the Member, the treasurer shall give the Company a bond of such type, character and amount as the Member may require.

(k) Assistant Treasurers. The assistant treasurers, if elected or appointed, in the order of their seniority, unless otherwise determined by the Managing Member, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. They shall perform such other duties and have such other powers as the Managing Member may from time to time prescribe or the chief executive officer or president may from time to time delegate.

12. Distributions. At such time as the Member shall determine, the Member shall cause the Company to distribute any cash held by it that is neither reasonably necessary for the operation of the Company nor otherwise in violation of Sections 18-607 or 18-804 of the Act. The Member shall always be entitled to distribute cash from the Company in amounts sufficient for the Member to fund required federal and state income tax payments and estimated payments.

13. Assignments. The Member may assign all or any part of its Interest in the sole discretion of the Member. Any transferee of all or any portion of an Interest shall automatically be deemed admitted to the Company as a substituted Member in respect of the Interest or such portion thereof transferred by the transferring Member and the transferring Member shall be deemed withdrawn in respect of such Interest or portion thereof.

14. Withdrawal. The Member may withdraw from the Company at any time. Upon any such permitted withdrawal, the withdrawing Member shall receive the fair value of its Interest, determined as of the date it ceases to be a member of the Company.

15. Additional Members. No additional persons may be admitted as members of the Company except upon an assignment by the Member of all or any part of its Interest.

16. Compensation. The Member shall not receive compensation for services rendered to the Company.

17. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Member, or (b) an event of dissolution of the Company under the Act; provided, however, that within ninety (90) days following any event terminating the continued membership of the Member, if the Personal Representative (as defined in the Act) of the Member agrees in writing to continue the Company and to admit itself or some other person as a member of the Company effective as of the date of the occurrence of the event that terminated the continued membership of the Member, then the Company shall not be dissolved and its affairs shall not be wound up.

18. Distributions upon Dissolution. Upon the dissolution of the Company pursuant to Section 17 hereof, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member, and the Member shall not take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company' s business and affairs; provided that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Member until such time as the property of the Company has been distributed pursuant to this Section 18 and the Certificate of Formation of the Company has been cancelled pursuant to the Act and this Agreement. The Member shall be responsible for overseeing the winding up and dissolution of the Company. Upon the dissolution of the Company pursuant to Section 17 hereof, the Member shall take full account of the Company' s liabilities and assets and shall cause the assets or the proceeds from the sale thereof, to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by law, to the Member, after paying or making reasonable provision for all of the Company' s creditors to the extent required by Section 18-804 of the Act.

19. Certificate of Cancellation. Upon completion of the winding up and liquidation of the Company in accordance with Section 18 hereof, the Member shall promptly cause to be executed and filed a Certificate of Cancellation in accordance with the Act and the laws of any other jurisdictions in which the Member deems such filing necessary or advisable

20. Limited Liability. The Member shall have no liability for the obligations of the Company, and except to the extent expressly required by the Act, shall hold its Interest free from any liability or obligations from the Company and its operations.

21. Amendment. This Agreement may be amended only in a writing signed by the Member.

22. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

23. Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

24. Relationship between the Agreement and the Act. Regardless of whether any provision of this Agreement specifically refers to particular Default Rules, (a) if any provision of this Agreement conflicts with a Default Rule, the provision of this Agreement controls and the Default Rule is modified or negated accordingly, and (b) if it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default

Rule is modified or negated accordingly. For purposes of this Section 25, "Default Rule" shall mean a rule stated in the Act that applies except to the extent it is negated or modified through the provisions of a limited liability company' s Certificate of Formation or limited liability company agreement.

IN WITNESS WHEREOF, the undersigned has caused this Limited Liability Company Agreement to be executed as of the 12th day of January, 2010.

TRIAD HUNTER, LLC
a Delaware corporation

By: /s/ David Lipp
Name: David Lipp
Title: Secretary

Exhibit A

Initial Officers

Gary C. Evans	President and Treasurer
Ronald D. Ormand	Vice President
David Lipp	Secretary

Exhibit 3.5

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "BAKKEN HUNTER, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-SEVENTH DAY OF SEPTEMBER, A.D. 2010, AT 11:39 O' CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "MHR ACQUISITION COMPANY III, LLC" TO "BAKKEN HUNTER, LLC", FILED THE FIFTH DAY OF APRIL, A.D. 2012, AT 4:04 O' CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "BAKKEN HUNTER, LLC".

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

4877001 8100H

AUTHENTICATION: 9560091

120534595

DATE: 05-09-12

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:39 AM 09/27/2010
FILED 11:39 AM 09/27/2010
SRV 100942775 - 4877001 FILE

CERTIFICATE OF FORMATION

OF

MHR ACQUISITION COMPANY III, LLC

THE UNDERSIGNED, an authorized person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

1. The name of the limited liability company is MIIR Acquisition Company III, LLC (the "Company").

2. The address of the registered office and the name of the registered agent of the Company for service of process at such address, as required to be maintained by § 18-104 of the Delaware Limited Liability Company Act, are as follows:

Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, New Castle County, Delaware 19808

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 27th day of September, 2010.

/s/ Paul Johnston
Paul Johnston, Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:30 PM 04/05/2012
FILED 04:04 PM 04/05/2012
SRV 120401647 - 4877001 FILE

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF FORMATION
OF
MHR ACQUISITION COMPANY III, LLC

This Certificate of Amendment of **MHR Acquisition Company III, LLC** a Delaware limited liability company (the ***"Company"***), is being duly executed and filed by the undersigned authorized person to amend the Certificate of Formation of the Company pursuant to Section 18-202 of the Delaware Limited Liability Company Act, as amended.

1. The name of the limited liability company is "MHR Acquisition Company III, LLC."

2. Article 1 of the Certificate of Formation of the Company is hereby amended to read in its entirety as follows:

"The name of the limited liability company is Bakken Hunter, LLC (the "Company")."

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment as of this 5th day of April, 2012.

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand

Title: Authorized Person

Exhibit 3.6

LIMITED LIABILITY COMPANY AGREEMENT
OF
MHR ACQUISITION COMPANY III, LLC
A DELAWARE LIMITED LIABILITY COMPANY

Magnum Hunter Resources Corporation, a Delaware corporation (the "Member"), hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq. (the "Act"), and hereby declares the following to be the Limited Liability Company Agreement of such limited liability company:

1. Name. The name of the limited liability company formed hereby (the "Company") is MHR Acquisition Company III, LLC.

2. Purpose and Powers. The purpose of the Company is to engage in any activity for which limited liability companies may be organized in the State of Delaware. The Company shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

3. Certificates; Term; Existence. Paul Johnston, as an "authorized person" within the meaning of the Act, has executed, delivered and filed the Certificate of Formation of the Company with the Office of the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation of the Company with the Office of the Secretary of State of the State of Delaware, his powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any other jurisdiction in which the Company may wish to conduct business. The term of the Company commenced on the date hereof, being the date the Certificate of Formation of the Company was filed with the Office of the Secretary of State of the State of Delaware, and the term of the Company shall continue until the dissolution of the Company pursuant to Section 17 hereof. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate of Formation of the Company pursuant to the Act and this Agreement.

4. Registered Office. The registered office of the Company in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808.

5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808.

6. Admission of Member. Simultaneously with the execution and delivery of this Agreement, Magnum Hunter Resources Corporation is hereby admitted to the Company as the

sole member of the Company in respect of the Interest (as hereinafter defined) being acquired hereunder.

7. Interest. The Company shall be authorized to issue a single class of Limited Liability Company Interest (as defined in the Act, the "Interest") that shall not be certificated, and shall include any and all benefits to which the holder of such Interest may be entitled in this Agreement, together with all obligations of such person to comply with the terms and provisions of this Agreement.

8. Capital Subscriptions. The Member may contribute additional cash or other property to the Company as it shall decide, from time to time.

9. Tax Characterization and Returns. Until such time as the Company shall have more than one member, it is the intention of the Member that the Company be disregarded for federal and all relevant state tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes. All provisions of the Company' s Certificate of Formation and this Agreement are to be construed so as to preserve that tax status. The Member is hereby authorized to file any necessary elections with any tax authorities and shall be required to file any necessary tax returns on behalf of the Company with any such tax authorities.

10. Management. The management of the Company shall be vested solely in the Member, who shall have all powers to control and manage the business and affairs of the Company and may exercise all powers of the Company. All instruments, contracts, agreements and documents shall be valid and binding on the Company if executed by the Member.

11. Officers.

(a) Officers. The officers of the Company shall be appointed by the Member and shall consist of at least a president and a secretary. Two or more offices may be held by the same person. The initial officers of the Company appointed by the Member are set forth on Exhibit A attached hereto.

(b) Additional Officers. The Member may also appoint a chief executive officer, a treasurer, and one or more vice presidents, assistant secretaries and assistant treasurers. The Member may appoint such other officers and assistant officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall have such authority and exercise such powers and perform such duties as shall be expressly set forth herein or as shall otherwise be determined from time to time by the Member by resolution not inconsistent with this Agreement.

(c) Compensation. The salaries of all officers and agents of the Company shall be fixed by the Member. The Member shall have the power to enter into contracts for the employment and compensation of officers for such terms as the Member deems advisable.

(d) Term; Removal; Vacancies. The officers of the Company shall hold office until their successors are elected or appointed and qualify, or until their death or until their resignation or removal from office. Any officer elected or appointed by the

Member may be removed at any time by the Member, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any vacancy occurring in any office of the Company by death, resignation, removal or otherwise shall be filled by the Member.

(e) Chief Executive Officer. The chief executive officer, if one is elected or appointed, shall be the chief executive officer of the Company and shall have general and active management of the business of the Company and shall see that all orders and resolutions of the Member, as applicable, are carried into effect. The chief executive officer shall preside at all meetings of the Member.

(f) President. The president shall assist the chief executive officer in seeing that all orders and resolutions of the Member, as applicable, are carried into effect and shall have such other duties and such other powers as the Member may from time to time prescribe or as the chief executive officer may from time to time delegate.

(g) Vice Presidents. The vice presidents in the order of their seniority, unless otherwise determined by the Member, shall, in the absence or disability of the president, perform the duties and have the authority and exercise the powers of the president. They shall perform such other duties and have such other authority and powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(h) Secretary. The secretary shall attend all meetings of the Member and record all of the proceedings of the meetings of the Member and resolutions of the Member, as applicable, in a record book to be kept for that purpose. The secretary shall give, or cause to be given, notice of all meetings of the Member, and shall perform such other duties as may be prescribed by the Member, chief executive officer or president, under whose supervision he or she shall be. The secretary shall keep in safe custody the seal of the Company (if any) and, when authorized by the Member, shall affix the same to any instrument requiring it and, when so affixed, it shall be attested by his or her signature or by the signature of an assistant secretary or of the treasurer. The secretary shall perform such other duties and have such other powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(i) Assistant Secretaries. The assistant secretaries, if elected or appointed, in the order of their seniority, unless otherwise determined by the Member, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary. They shall perform such other duties and have such other powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(j) Treasurer. The treasurer, if one is elected or appointed, shall have custody of the Company funds and securities and shall keep full and accurate accounts and records of receipts, disbursements and other transactions in books belonging to the

Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated from time to time by the Member. The treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render the chief executive officer, president and Member, at their regular meetings, or when the chief executive officer or president or Member so requires, an account of all his or her transactions as treasurer and of the financial condition of the Company. If required by the Member, the treasurer shall give the Company a bond of such type, character and amount as the Member may require.

Assistant Treasurers. The assistant treasurers, if elected or appointed, in the order of their seniority, unless otherwise determined by the Member, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. They shall perform such other duties and have such other powers as the Member may from time to time prescribe or the chief executive officer or president may from time to time delegate.

12. Distributions. At such time as the Member shall determine, the Member shall cause the Company to distribute any cash held by it that is neither reasonably necessary for the operation of the Company nor otherwise in violation of Sections 18-607 or 18-804 of the Act.

13. Assignments. The Member may assign all or any part of its Interest in the sole discretion of the Member. Any transferee of all or any portion of an Interest shall automatically be deemed admitted to the Company as a substituted Member in respect of the Interest or such portion thereof transferred by the transferring Member and the transferring Member shall be deemed withdrawn in respect of such Interest or portion thereof.

14. Withdrawal. The Member may withdraw from the Company at any time. Upon any such permitted withdrawal, the withdrawing Member shall receive the fair value of its Interest, determined as of the date it ceases to be a member of the Company.

15. Additional Members. No additional persons may be admitted as members of the Company except upon an assignment by the Member of all or any part of its Interest.

16. Compensation. The Member shall not receive compensation for services rendered to the Company.

17. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Member, or (b) an event of dissolution of the Company under the Act; provided, however, that within ninety (90) days following any event terminating the continued membership of the Member, if the Personal Representative (as defined in the Act) of the Member agrees in writing to continue the Company and to admit itself or some other person as a member of the Company effective as of the date of the occurrence of the event that terminated the continued membership of the Member, then the Company shall not be dissolved and its affairs shall not be wound up.

18. Distributions upon Dissolution. Upon the dissolution of the Company pursuant to Section 17 hereof, the Company shall continue solely for the purposes of winding up its affairs in

an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member, and the Member shall not take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company' s business and affairs; provided that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Member until such time as the property of the Company has been distributed pursuant to this Section 18 and the Certificate of Formation of the Company has been cancelled pursuant to the Act and this Agreement. The Member shall be responsible for overseeing the winding up and dissolution of the Company. Upon the dissolution of the Company pursuant to Section 17 hereof, the Member shall take full account of the Company' s liabilities and assets and shall cause the assets or the proceeds from the sale thereof, to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by law, to the Member, after paying or making reasonable provision for all of the Company' s creditors to the extent required by Section 18-804 of the Act.

19. Certificate of Cancellation. Upon completion of the winding up and liquidation of the Company in accordance with Section 18 hereof, the Member shall promptly cause to be executed and filed a Certificate of Cancellation in accordance with the Act and the laws of any other jurisdictions in which the Member deems such filing necessary or advisable

20. Limited Liability. The Member shall have no liability for the obligations of the Company except to the extent required by the Act.

21. Amendment. This Agreement may be amended only in a writing signed by the Member.

22. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

23. Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

24. Consent to Jurisdiction Provision. The Member hereby (i) irrevocably submits to the non-exclusive jurisdiction of any Delaware State court or Federal court sitting in Wilmington, Delaware in any action arising out of this Agreement, and (ii) consents to the service of process by mail. Nothing herein shall affect the right of any party to serve legal process in any manner permitted by law or affect its right to bring any action in any other court.

25. Relationship between the Agreement and the Act. Regardless of whether any provision of this Agreement specifically refers to particular Default Rules, (a) if any provision of

this Agreement conflicts with a Default Rule, the provision of this Agreement controls and the Default Rule is modified or negated accordingly, and (b) if it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default Rule is modified or negated accordingly. For purposes of this Section 25, "Default Rule" shall mean a rule stated in the Act that applies except to the extent it is negated or modified through the provisions of a limited liability company' s Certificate of Formation or limited liability company agreement.

IN WITNESS WHEREOF, the undersigned has caused this Limited Liability Company Agreement to be executed as of the day of September, 2010.

MAGNUM HUNTER RESOURCES CORPORATION
a Delaware corporation

By: /s/ Gary C. Evans
Name: Gary C. Evans
Title: Chairman & CEO

Exhibit A

Initial Officers

Gary C. Evans	President
Ronald D. Ormand	Vice President and Treasurer
Paul Johnston	Secretary

Exhibit 3.7

I, SCOTT GESSLER, SECRETARY OF STATE OF THE STATE OF COLORADO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, THE ATTACHED IS A FULL, TRUE AND COMPLETE COPY OF THE ARTICLES OF INCORPORATION AND ALL AMENDMENTS THERETO OF

EAGLE FORD HUNTER, INC.
(COLORADO CORPORATION)

AS FILED IN THIS OFFICE AND ADMITTED TO RECORD.

Dated: May 09, 2012

/s/ [ILLEGIBLE]
SECRETARY OF STATE

[ILLEGIBLE] [ILLEGIBLE]

ARTICLES OF INCORPORATION
OF
SHARON RESOURCES, INC.

The undersigned natural person, who is eighteen years of age or more, acting as incorporator in order to organize and establish a Corporation under and pursuant to the statutes of the State of Colorado, does hereby adopt the following Articles of Incorporation, to-wit:

ARTICLE I

The name of the Corporation is SHARON RESOURCES, INC., and such Corporation shall be referred to hereinafter of the Corporation.

ARTICLE II

The period of duration of the Corporation shall be perpetual.

ARTICLE III

The purposes for which the Corporation is organized are as follows:

1. To carry on the business of prospecting for, drilling, producing, developing, mining, purchasing, refining, storing, manufacturing, transporting, buying and selling or otherwise dealing in any natural and artificial gas and oil hydro-carbons are related substances, or any of them, and products

[ILLEGIBLE]

---

or by-products thereof and, without being limited by the fore-going, any other minerals or substances.

2. To acquire, own, Jease, mortgage, pledge, prospect for, open, explore, survey, develop, work, improve, maintain and manage either for its own account or others, or otherwise participate in ownership of, mines, petroleum, and natural gas wells, permits, claims, concessions, leases, reservations and lands, or interest therein of whatever kind, including without limitation royalty interest, believed to contain or to be capable of containing and producing petroleum, natural gas and other minerals, or any of them, and, either for its own account or others, or through ownership participation, to drill for, search for, win, get, pump, assay, refine, [ILLEGIBLE], mine, analyze, manufacture, treat and prepare for market, store, transport, pipe, sell, buy, exchange and otherwise deal in petroleum, natural gas and other minerals, or any of them, and any products or by-products thereof.

3. To construct, manufacture, acquire, lease, operate and maintain works for holding, receiving, treating, refining, mining, milling and preparing for market and transporting any such products, goods and merchandise and all other buildings and works, fittings, [ILLEGIBLE], apparatus and appliances convenient or necessary for the objects of the Corporation.

4. To acquire, own, lease, operate, sell, mortgage or otherwise deal in all real and personal property interests, tangible or intangible, wherever situated, alone or in conjunction with others.

5. To borrow or raise and secure the payment of money in

---

such manner and on such terms as may seem expedient, and, in particular, and without in any way limiting the generality of the foregoing, to mortgage and charge any and all undertakings of the Corporation; to own the stocks and bonds of other corporations.

6. To carry out any other purposes permitted by corporations organized under and pursuant to the statutes and laws of the State of Colorado.

7. Generally to do any and all things necessary, pertinent or convenient to the purposes hereinabove expressed.

ARTICLE IV

In furtherance of the purposes set forth in Article III above, the Corporation shall have and may exercise all of the rights, powers and privileges now or hereafter conferred upon corporations organized under and pursuant to the statutes of the State of Colorado.

ARTICLE V

The aggregate number of shares which this Corporation shall have authority to issue is 10,000,000 shares of fully participating common stock of no par value. All of the stock of this Corporation shall be issued from time to time at the option, choice and discretion of the Board of Directors and none of said shares of stock in the hands of any persons whomsoever shall be liable, or render such person liable, to the payment of any assessment or any obligation or payment on account of debts and obligations of the Corporation. The shareholders shall not have preemptive rights to subscribe to additional shares of stock.

ARTICLE VI

Cumulative voting shall not be allowed in the election of the directors or for any other purposes.

ARTICLE VII

In addition to the other powers now or hereafter conferred upon the Board of Directors by these Articles of Incorporation, by By-Laws of the Corporation, or by the laws of the State of Colorado, the Board of Directors may from time to time, subject to limitations contained in the statutes of the State of Colorado, distribute to the shareholders in partial liquidation, out of the stated capital or the capital surplus of the Corporation, a portion of the corporate assets, in cash or in kind, provided that holders of common stock shall share in such distributions in accordance with their individual proportionate equity in the common stock of the Corporation.

ARTICLE VIII

The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation, and the same are in furtherance of and not in limitation of the powers conferred by law:

No contract or other transaction of the Corporation with any other persons, firm or corporation, or in which this Corporation is interested, shall be affected or invalidated by (a) the fact that any one or more of the directors or officers of this Corporation is interested in or is a director or officer of such other firm or corporation; or (b) the fact that

any director or officer of this Corporation, individually or jointly with others, may be a party to or may be interested in any such contract or transaction. Each person who may become a director or officer of the Corporation is hereby relieved from any liability that

might otherwise arise by [ILLEGIBLE] of his contracting with the corporation for the benefit of himself or any firm or corporation in which he may be in any way interested.

ARTICLE IX

Any director or officer may be authorized by the Board of Directors to freely [ILLEGIBLE] in any competing business or businesses, on his own personal behalf, or on behalf of others, without liability of any kind for breach of what might otherwise constitute general fiduciary duties: provided that such director or officer in so doing, shall not make use of any information of a confidential nature obtained directly through this Corporation; provided, further, that such director or officer shall not so deal in any subject matter in which this Corporation shall have had a prior actual expectancy. The last two above mentioned provisions may be waived completely by resolution adopted by a majority of the whole Board in any particular transaction or related series of transactions.

ARTICLE X

The initial principal office of this Corporation shall be kept at #2400 - 718 17th Street, Western Federal Savings Building, Denver, Colorado [ILLEGIBLE]. The Corporation shall be authorized to carry on part or all of its business beyond the limits of the State of Colorado.

ARTICLE XI

The initial registered office of this Corporation shall be at #2400, 718 17th Street, Western Federal Savings Building, Denver, Colorado 80202, and the initial registered agent at said office shall be John W. Steinhauser.

ARTICLE XII

The name and address of the incorporator of the Corporation is as follows:

John W. Steinhauser	4210 South Dahlia Englewood, Colorado 80110

ARTICLE XIII

The initial Board of Directors shall consist of three members, whose names and addresses are:

John W. Steinhauser	4210 South Dahlia Englewood, Colorado 80110
Patricia E. Steinhauser	4210 South Dahlia Englewood, Colorado 80110
Louisa R. Hammond	700 Washington #710 Denver, Colorado 80203

IN WITNESS WHEREOF, the undersigned, being the incorporator designated in Article XII of the foregoing Article of Incorporation, for the purposes of organizing and establishing a corporation under and pursuant to the statutes of the State of Colorado,

executes these Articles of Incorporation aforesaid and declares that the statements therein contained are true and accordingly has hereunto set his hand and seal this 25th day of January, 1980, A.D.

/s/ John W. Steinhauser
John W. Steinhauser

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

I, [ILLEGIBLE], a Notary Public of the State of Colorado, hereby certify that on the 25th day of January, 1980, personally appeared before me John W. Steinhauser, who, being first duly sworn, declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true.

In witness whereof, I have hereunto set my hand and official seal.

[ILLEGIBLE]
Notary Public

My commission expires: [ILLEGIBLE]

SS: Form D-4 (Rev. 7/89
Submit in Duplicate
Filing Fee: $30.00

This document must be typewritten

MAIL TO:
Colorado Secretary of State
Corporations Office
1560 Broadway, Suite 200
Denver, Colorado 80202
(303) 894-2251

for office use only

ARTICLES OF AMENDMENT
to the
ARTICLES OF INCORPORATION

Pursuant to the provisions of the Colorado Corporation Code, the undersigned corporation adopts the following Articles of Amendments to its Articles of Incorporation:

FIRST: The name of the corporation is (note 1) SHARON RESOURCES, INC.

SECOND: The following amendment to the Articles of Incorporation was adopted on January 28, 1991, as prescribed by the Colorado Corporation Code, in the manner marked with an X below:

☒ Such amendment was adopted by the board of directors where no shares have been issued.

☐ Such amendment was adopted by a vote of the shareholders. The number of shares voted for the amendment was sufficient for approval.

ARTICLE XIV

The corporation shall have every power and duty of indemnification of directors, officers, employees and agents ("director"), without limitation, provided by the laws of the State of Colorado.

The personal liability of any of the corporation' s directors to the corporation or to its members for monetary damages for breach of fudiciary duties as director is eliminated, except that this provision shall not eliminate the liability of the director to the corporation or to its members for monetary damages in the following events:

(a) for any breach of the director' s duty of loyalty to the corporation or its members or stockholders;

(b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(c) for any transaction from which the director derived an improper personal benefit.

THIRD: The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows:

FOURTH: The manner in which such amendment effects a change in the amount of stated capital, and the amount of stated capital as changed by such amendment, are as follows:

SHARON RESOURCES, INC. (Note 1)

By: /s/ John S. Steinhauser
Its John S. Steinhauser President

and /s/ Jo Beth McFadden (Note 2)
Its Jo Beth McFadden Secretary

/s/ John W. Steinhauser (Note 3)
Its John W. Steinhauser Director

NOTES:
1. Exact corporate name of corporation adopting the Articles of Amendments. (If this is a change of name amendment the name before this amendment is filed)
2. Signatures and titles of officers signing for the corporation.
3. Where no shares have been issued, signature of a director.

Document processing fee
If document is filed on paper $150.00
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$ 300.00
SECRETARY OF STATE
09-30-2009 15:33:23

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Merger
(Surviving Entity is a Domestic Entity)
filed pursuant to § 7-90-203.7 of the Colorado Revised Statutes (C.R.S.)

1. For each merging entity, its ID number (if applicable), entity name or true name, form of entity, jurisdiction under the law of which it is formed, and principal address are

ID Number: 20091472874
(Colorado Secretary of State ID number)

Entity name or true name: SHARON HUNTER, INC.

Form of entity: Corporation

Jurisdiction: Colorado

Street address: 777 Post Oak Blvd.
(Street number and name)

Suite 910

Houston | TX | 77056
(City) | *(State)* | *(ZIP/Postal Code)*

(Province – if applicable) | *(Country)*

Mailing address
(leave blank if same as street address)
(Street number and name or Post Office Box information)

(City) | *(State)* | *(ZIP/Postal Code)*

(Province – if applicable) | *(Country)*

ID Number
(Colorado Secretary of State ID number)

Entity name or true name

Form of entity

Jurisdiction _____

Street address _____
(Street number and name)

_____

_____ _____ _____
(City) *(State)* *(ZIP/Postal Code)*

_____ _____
(Province − if applicable) *(Country)*

Mailing address _____
(leave blank if same as street address) *(Street number and name or Post Office Box information)*

_____

_____ _____ _____
(City) *(State)* *(ZIP/Postal Code)*

_____ _____.
(Province − if applicable) *(Country)*

ID Number _____
(Colorado Secretary of State ID number)

Entity name or true name _____

Form of entity _____

Jurisdiction _____

Street address _____
(Street number and name)

_____

_____ _____ _____
(City) *(State)* *(ZIP/Postal Code)*

_____ _____

(Province − if applicable) (Country)

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(Province − if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ There are more than three merging entities and the ID number (if applicable), entity name or true name, form of entity, jurisdiction under the law of which it is formed, and the principal address of each additional merging entity is stated in an attachment.

2. For the surviving entity, its entity ID number (if applicable), entity name or true name, form of entity, jurisdiction under the law of which it is formed, and principal address are

ID Number: 19871390840
(Colorado Secretary of State ID number)

Entity name or true name: SHARON RESOURCES, INC.

Form of entity: Corporation

Jurisdiction: Colorado

Street address: 633 - 6th Ave SW
(Street number and name)

Suite 1800

Calgary (City) AB (State) T2P 2Y5 (ZIP/Postal Code)

Alberta (Province − if applicable) Canada (Country)

Mailing address
(leave blank if same as street address): 675 Bering Drive
(Street number and name or Post Office Box information)

Suite 650

Houston (City) | TX (State) | 77057 (ZIP/Postal Code)

(Province – if applicable) | (Country)

3. Each merging entity has been merged into the surviving entity.

4. *(if the following statement applies, adopt the statement by marking the box.)*

☒ The plan of merger provides for amendments to a constituent filed document of the surviving entity and an appropriate statement of change or other document effecting the amendments will be delivered to the Secretary of State for filing pursuant to Part 3 of Article 90 of Title 7, C.R.S.

5. *(If the following statement applies, adopt the statement by marking the box and state the appropriate document number(s).)*

☐ One or more of the merging entities is a registrant of a trademark described in a filed document in the records of the secretary of state and the document number of each filed document is

Document number

Document number

Document number

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ There are more than three trademarks and the document number of each additional trademark is stated in an attachment.

6. *(If applicable, adopt the following statement by marking the box and include an attachment.)*

☐ This document contains additional information as provided by law.

7. *(**Caution:** Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are _____.
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual' s act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing this document to be delivered for filing are

Moreno (*Last*) Victoria (*First*) _____ (*Middle*) _____ (*Suffix*)

2200 Ross Avenue, Suite 2800
(Street number and name or Post Office Box information)

Dallas (*City*) TX (*State*) 75201-2784 (*ZIP/Postal Code*)

_____ (*Province – if applicable*) _____ (*Country*).

(If applicable, adopt the following statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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Document number: 20101399632
Amount Paid: $25.00

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Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-110-106 of the Colorado Revised Statutes (C.R.S.)

ID number: 19871390840

1. Entity name: SHARON RESOURCES, INC.
(If changing the name of the corporation, indicate name BEFORE the name change)

2. New Entity name:
(if applicable) SHARON HUNTER RESOURCES, INC.

3. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*
☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, the attachment states the provisions for implementing the amendment.

6. If the corporation' s period of duration as amended is less than perpetual, state the date on which the period of duration expires:
_____
(mm/dd/yyyy)

OR

If the corporation' s period of duration as amended is perpetual, mark this box: ☒

7. *(Optional)* Delayed effective date: 07/30/2010 05:00 PM
(mm/dd/yyyy)

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This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

8. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Lipp	David		
(Last)	*(First)*	*(Middle)*	*(Suffix)*

777 Post Oak Blvd
(Street name and number or Post Office information)

Suite 910

Houston	TX	77056
(City)	*(State)*	*(Postal/Zip Code)*

	United States
(Province – if applicable)	*(Country – if not US)*

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ and include an attachment stating the name and address of such individuals.)

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Colorado Secretary of State
Date and Time: 08/03/2010 08:39 AM
ID Number: 19871390840

Document number: 20101432356
Amount Paid: $10.00

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Statement of Change
Changing the Principal Office Address
filed pursuant to § 7-90-305.5 and § 7-90-705 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number and the entity name, or, if the entity does not have an entity name, the true name are

Entity ID number 19871390840

(Colorado Secretary of State ID number)

Entity name or True name SHARON HUNTER RESOURCES, INC.

2. The entity' s principal office address has changed.

Such address, as changed, is

Street address 777 Post Oak Blvd

(Street number and name)

Suite 910

Houston | TX | 77056

(City) | *(State)* | *(ZIP/Postal Code)*

(Province − if applicable) | United States *(Country)*

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) | *(State)* | *(ZIP/Postal Code)*

(Province − if applicable) | *(Country)*

3. *(If applicable, adopt the following statement by marking the box and include an attachment.)*

☐ This document contains additional information as provided by law.

4. ***(Caution:** Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are _____.

(mm/dd/yyyy hour:minute am/pm)

CHANGE_POA Rev. 10/6/2008

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual' s act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable,

the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

5. The true name and mailing address of the individual causing this document to be delivered for filing are

Lipp	David		
(Last)	*(First)*	*(Middle)*	*(Suffix)*

777 Post Oak Blvd.
(Street number and name or Post Office Box information)

Suite 910

Houston	TX	77056
(City)	*(State)*	*(ZIP/Postal Code)*

	United States .
(Province − if applicable)	*(Country)*

(If applicable, adopt the following statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/ cover sheet. Questions should be addressed to the user' s legal, business or tax advisor(s).

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Colorado Secretary of State
Date and Time: 01/03/2011 01:23 PM
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Document number: 20111002707
Amount Paid: $10.00

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Statement of Change
Changing the Registered Agent Information
filed pursuant to § 7-90-305.5 and § 7-90-702 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number and the entity name, or, if the entity does not have an entity name, the true name are

Entity ID number 19871390840

(Colorado Secretary of State ID number)

Entity name or True name SHARON HUNTER RESOURCES, INC.

2. *(If applicable, adopt the following statement by marking the box and enter all changes.)*

☒ The registered agent name has changed.

Such name, as changed, is

Name

(if an individual)

(Last)	*(First)*	*(Middle)*	*(Suffix)*

OR

(if an entity) Corporation Service Company

*(**Caution:** Do not provide both an individual and an entity name.)*

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent has consented to being so appointed.

3. *(If applicable, adopt the following statement by marking the box and enter all changes.)*

☒ The registered agent address of the registered agent has changed.

Such address, as changed, is

Street address 1560 Broadway

(Street number and name)

Suite 2090

Denver	CO	80202
(City)	*(State)*	*(ZIP Code)*

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

	CO	
(City)	*(State)*	*(ZIP Code)*

4. *(If applicable, adopt the following statement by marking the box.)*

☒ The person appointed as registered agent has delivered notice of the change to the entity.

5. *(If applicable, adopt the following statement by marking the box and include an attachment.)*
☐ This document contains additional information as provided by law.

6. *(**Caution:** Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the *following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)*
The delayed effective date and, if applicable, time of this document are _____.
(mm/dd/yyyy hour:minute am/pm)

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Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual' s act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

7. The true name and mailing address of the individual causing this document to be delivered for filing are

Moe	Colin		
(Last)	*(First)*	*(Middle)*	*(Suffix)*

777 Post Oak Blvd
(Street number and name or Post Office Box information)

Suite 910

Houston	TX	77056
(City)	*(State)*	*(ZIP/Postal Code)*

	United States .
(Province − if applicable)	*(Country)*

(If applicable, adopt the following statement by marking the box and include an attachment.)
☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

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E-Filed

Colorado Secretary of State
Date and Time: 05/02/2011 09:49 AM
ID Number: 20111260388

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Document number: 20111260388
Amount Paid: $25.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Reservation of Name

filed pursuant to §7-90-301, et seq. and §7-90-602 of the Colorado Revised Statutes (C.R.S)

1. The person stated as the applicant below is applying to reserve, for a 120 day period, the name stated below for use as an entity name.

2. Name to reserve: Eagle Ford Hunter, Inc.

3. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box)*:

☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

4. Name of applicant (if an individual):

(Last)	*(First)*	*(Middle)*	*(Suffix)*

OR (if a business organization): Sharon Hunter Resources, Inc.

5. Mailing address of applicant:

777 Post Oak Blvd.
(Street name and number or Post Office Box information)
Suite 910

Houston	TX	77056
(City)	*(State)*	*(Postal/Zip Code)*
	United States	
(Province – if applicable)	*(Country – if not US)*	

Notice:

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delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

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RS Rev. 5/01/2010

6. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Lipp	David		
(Last)	*(First)*	*(Middle)*	*(Suffix)*

777 Post Oak Blvd.
(Street name and number or Post Office Box information)

Suite 650

Houston	TX	77056
(City)	*(State)*	*(Postal/Zip Code)*
	United States	
(Province – if applicable)	*(Country – if not US)*	

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E-Filed

Colorado Secretary of State
Date and Time: 05/03/2011 03:20 PM
ID Number: 19871390840

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Document number: 20111263934
Amount Paid: $25.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-110-106 of the Colorado Revised Statutes (C.R.S.)

ID number: 19871390840

1. Entity name: SHARON HUNTER RESOURCES, INC.

(If changing the name of the corporation, indicate name BEFORE the name change)

2. New Entity name: (if applicable) Eagle Ford Hunter, Inc.

3. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box)*:

☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, the attachment states the provisions for implementing the amendment.

6. If the corporation' s period of duration as amended is less than perpetual, state the date on which the period of duration expires: _____

(mm/dd/yyyy)

OR

If the corporation' s period of duration as amended is perpetual, mark this box: ☒

7. *(Optional)* Delayed effective date: _____

(mm/dd/yyyy)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual' s act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

AMD_PC Rev. 5/01/2010

8. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Lipp	David		
(Last)	*(First)*	*(Middle)*	*(Suffix)*

777 Post Oak Blvd.
(Street name and number or Post Office information)

Suite 650

Houston	TX	77056
(City)	*(State)*	*(Postal/Zip Code)*

	United States
(Province – if applicable)	*(Country – if not US)*

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ and include an attachment stating the name and address of such individuals.)

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Certain periodic reports of Eagle Ford Hunter, Inc. have been omitted from the charter documents provided by the Secretary of State of the State of Colorado.

Exhibit 3.8

BY-LAWS

OF

SHARON RESOURCES, INC.

ARTICLE I

Offices

Section 1. Principal Office. The principal office of the Corporation shall be located at:

Suite 2400 - 718 17th Street
Denver, Colorado 80202

The Corporation may have such offices, either within or outside the State of Colorado, as the Board of Directors may designate, or as the business of the Corporation may require from time to time.

Section 2. Registered Office. The registered office of the Corporation required by the Colorado Corporation Act to be maintained in the State of Colorado may be, but need not be, identical with the principal office, if in the State of Colorado, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II

Shareholders

Section 1. Annual Meeting. The annual meeting of the shareholders shall be held at two o' clock in the P. M. on the third Tuesday of the month of May , in each year, beginning with the year 1980, for the purpose of electing Directors, and for the transaction of such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for any annual meeting of the shareholders or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as conveniently may be.

Section 2. Special Meetings. Special Meetings of shareholders for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be

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called at any time by the President or by the Board of Directors and shall be called by the President or Secretary upon the written request (which shall state the purpose or purposes therefor) of a majority of the Board of Directors or of the holders of not less than ten percent (10%) of the number of shares of outstanding stock of the Corporation entitled to vote at the meeting. Business transacted at any special meeting of shareholders shall be limited to the purpose or purposes stated in the notice.

Section 3. Place of Meeting. The Board of Directors may designate any place, either within or outside Colorado, as the place for any annual meeting of shareholders, or for any special meeting of shareholders called by the Board of Directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or outside Colorado, as the place

for such meeting. If no designation is made, or if a special meeting shall be called otherwise than by the Board, the place of meeting shall be the registered office of the Corporation in Colorado.

Section 4. Notice of Meetings. Except as otherwise provided by statute, notice of each meeting of shareholders, whether annual or special, shall be given not less than ten (10) nor more than fifty (50) days prior thereto to each shareholder entitled to vote thereat by delivering written or printed notice thereof to such shareholder personally or by printed notice thereof to such shareholder personally or by depositing the same in the United States mail, postage prepaid, directed to the shareholder at his address as it appears on the stock transfer books of the Corporation; provided, however, that if the authorized shares of the Corporation are proposed to be increased, at least thirty (30) days notice in like manner shall be given. The notice of all meetings shall state the place, day and hour thereof. The notice of a special meeting shall, in addition, state the purposes thereof.

Section 5. Voting List. At least ten (10) days before every meeting of shareholders, a complete list of the shareholders entitled to a vote thereat or any adjournment thereof, arranged in alphabetical order, showing the address of each shareholder and the number of shares registered in the name of each, shall be prepared by the officer or agent of the Corporation who has charge of the stock transfer books of the Corporation. Such list shall be open at the principal office of the Corporation to the inspection of any shareholder during usual business hours for a period of at least ten (10) days prior to such meeting. Such list shall also be produced and kept at the

time and place of the meeting during the whole time thereof and subject to the inspection of any shareholder who may be present.

Section 6. Organization. The President or Vice President shall call meetings of shareholders to order and, unless the shareholders otherwise direct, act as Chairman of such meetings. In the absence of said officers, any shareholder entitled to vote thereat, or any proxy of any such shareholder, may call the meeting to order and a Chairman shall be elected by a majority of the shareholders entitled to vote thereat. In the absence of the Secretary and Assistant Secretary of the Corporation, any person appointed by the Chairman shall act as Secretary of such meetings.

Section 7. Agenda and Procedure. The Board of Directors shall have the responsibility of establishing an agenda for each meeting of shareholders, subject to the rights of shareholders to raise matters for consideration which may otherwise properly be brought before the meeting although not included within the agenda. The Chairman shall be charged with the orderly conduct of all meetings of shareholders; provided, however, that in the event of any difference in opinion with respect to the proper course of action which cannot be resolved by reference to statute, the Article of Incorporation or these By-Laws, Robert' s Rules of Order (as last revised) shall govern the disposition of the matter.

Section 8. Quorum. The holders of a majority of the shares issued and outstanding and entitled to vote thereat shall when present in person or represented by proxy be requisite to and shall constitute a quorum at all meetings of shareholders for the transaction of business except as otherwise provided by statute, by the Articles of Incorporation, or by these By-Laws. In the absence of a quorum at any such meeting, a majority of the shareholders present in person or represented by proxy and entitled to vote thereat may adjourn the meeting from time to time for a period not to exceed sixty (60) days at any one adjournment without further notice (except as provided in Paragraph 9 of this Article II) until a quorum shall be present or represented.

Section 9. Adjournment. When a meeting is for any reason adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting any business may be transacted which might have been transacted at the original meeting.

Section 10. Voting. The following provisions shall govern Corporation voting procedures:

(a) Each shareholder shall at every meeting of shareholders, or with respect to corporate action which may be taken without a meeting, be entitled to one vote for each share of stock having voting power held of record by such shareholder or on the record date designated therefore pursuant to Section 3 of Article XI of these By-Laws (or the record date established pursuant to statute in the absence of such designation). The cumulative system for voting for the election of Directors shall not be allowed.

(b) Each shareholder so entitled to vote at a meeting of shareholders, or to express consent or dissent to corporate action in writing without a meeting, may vote or express such consent or dissent in person or may authorize another person or persons to vote or act for him by proxy executed in writing by such shareholder (or by his duly authorized attorney in fact) and delivered to the Secretary of the meeting (or if there is no meeting, to the Secretary of the Corporation); provided that no such proxy shall be voted or acted upon after eleven (11) months from the date of its execution, unless such proxy expressly provides for a longer period.

(c) The voting rights of fiduciaries, beneficiaries, pledgors, pledgees, and joint, common and other multiple owners of shares of stock shall be as provided from time to time by law, including in particular $ 7-4-116, C.R.S. 1973.

(d) When a quorum is present at any meeting of shareholders, the vote of the holders of a majority of the shares of stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of a statute, or the Articles of Incorporation, or these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision on such question.

Section 11. Inspectors. The Chairman of the meeting may at any time appoint two (2) or more inspectors to serve at a meeting of the shareholders. Such inspectors shall decide upon the qualifications of voters, including the validity of proxies, accept and count the votes for and against the questions presented, report the results of such votes, and subscribe and deliver to the Secretary of the meeting a certificate stating the number of shares of stock issued and outstanding and entitled to vote thereon and the number of shares voted for and against the

questions presented. The inspectors need not be shareholders of the Corporation, and any Director or officer of the Corporation may be an inspector on any question other than a vote for or against his election to any position with the Corporation or on any other question in which he may be directly interested.

ARTICLE III

Board of Directors

Section 1. Election and Tenure. The business and affairs of the Corporation shall be managed by a Board of Directors who shall be elected at the annual meetings of shareholders by plurality vote. Each Director shall be elected to serve and to hold office until the next succeeding annual meeting and until his successor shall be elected and shall qualify, or until his earlier death, resignation or removal.

Section 2. Number and Qualification. The Board of Directors shall consist of not less than three (3) nor more than eleven (11) members as fixed from time to time by Resolution adopted by the Board of Directors. Directors need not be shareholders or residents of the State of Colorado.

Section 3. Organization Meetings. As soon as practicable after each annual election of Directors, the Board of Directors shall meet for the purpose of organization, selection of a Chairman of the Board, election of officers, and the transaction of any other business.

Section 4. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time or times as may be determined by the Board of Directors and specified in the notice of such meeting.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board or the President and shall be called by the President or Secretary on the written request of any two (2) Directors.

Section 6. Place of Meetings. Any meeting of the Board of Directors may be held at such place or places either within or without the State of Colorado as shall from time to time be determined by the Board of Directors or fixed by the Chairman of the Board and as shall be designated in the notice of the meeting.

Section 7. Notice of Meetings. Notice of each meeting of Directors, whether organizational, regular or special, shall be given to each Director. If such notice is given either (a) by delivering written or printed notice to a Director personally or (b) by telephone personally to such Director, it shall be so given at least two (2) days prior to the meeting. If such notice is given either (a) by depositing a written or printed notice in the United States mail, postage prepaid, or (b) by transmitting a cable or telegram, in all cases directed to such Director at his residence or place of business, it shall be so given at least four (4) days prior to the meeting. The notice of all meetings shall state the place, date and hour thereof, but need not, unless otherwise required by statute, state the purpose or purposes thereof.

Section 8. Quorum. A majority of the number of Directors fixed by Paragraph 2 of this Article III shall constitute a quorum at all meetings of the Board of Directors, and the vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum at any such meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice, other than announcement at the meeting, until a quorum shall be present.

Section 9. Organization, Agenda and Procedure. The Chairman of the Board or, in his absence, any Director chosen by a majority of the Directors present, shall act as Chairman of the meetings of the Board of Directors. In the absence of the Secretary and Assistant Secretary, any person appointed by the Chairman shall act as Secretary of such meetings. The agenda of and procedure for such meetings shall be as determined by the Board of Directors.

Section 10. Resignation. Any Director of the Corporation may resign at any time by giving written notice of his resignation to the Board of Directors, to the Chairman of the Board, the President, any Vice President or the Secretary of the Corporation. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 11. Removal. Except as otherwise provided in the Articles of Incorporation or in these By-Laws, any Director may be removed, either with or without cause, at any time by the affirmative vote of the holders of a majority of the issued and outstanding shares of stock entitled to vote for the election of

Directors of the Corporation given at a special meeting of the shareholders called and held for such purpose. The vacancy in the Board of Directors caused by any such removal may be filled by such shareholders at such meeting or, if the shareholders at such meeting shall fail to fill such vacancy, by the Board of Directors as provided in Paragraph 12 of this Article III.

Section 12. Vacancies. Except as provided in paragraph 11 of this Article II, any vacancy occurring for any reason in the Board of Directors may be filled by the affirmative vote of a majority of the Directors then in office, though less than a quorum of the Board of Directors. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by the affirmative vote of a majority of the Directors then in office or by an election at an annual meeting or at a special meeting of shareholders called for that purpose. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and shall hold office until the expiration of such term and until his successor shall be elected and shall qualify or until his earlier death, resignation or removal. A Director chosen to fill a position resulting from an increase in the number of Directors shall hold office until the next annual meeting of shareholders and until his successor shall be elected and shall qualify, or until his earlier death, resignation or removal.

Section 13. Executive Committee. The Board of Directors by Resolution adopted by a majority of the number of Directors fixed by Paragraph 2 of this Article III, may designate two (2) or more Directors to consitute an executive committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the Corporation.

Section 14. Compensation of Directors. Each Director may be allowed such amount per annum or such fixed sum for attendance at each meeting of the Board of Directors or any meeting of an executive committee, or both, as may be from time to time fixed by resolution of the Board of Directors, together with reimbursement for the reasonable and necessary expenses incurred by such Director in connection with the performance of his duties. Nothing herein contained shall be construed to preclude any Director from serving the Corporation or any of its subsidiaries in any other capacity and receiving proper compensation therefor.

Section 15. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors

at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless his dissent shall be entered in the Minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by certified mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE IV

Waiver of Notice and Action by Consent

Section 1. Waiver of Notice. Whenever any notice whatever is required to be given under the provisions of a statute or of the Articles of Incorporation, or by these By-Laws, a waiver thereof either in writing signed by the person entitled to said notice (or such person' s agent or attorney-in-fact thereunto authorized) or by telegraph, cable or any other available method, whether before, at or after the time stated therein, or the appearance of such person or persons at such meeting in person or by proxy (except for the sole purpose of challenging the propriety of the meeting) shall be deemed equivalent to such notice.

Section 2. Action without a Meeting. Any action required or which may be taken at a meeting of the Directors, shareholders, or members of any executive committee of the Corporation, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, shareholders, or members of the executive committee, as the case may be, entitled to vote with respect to the subject matter thereof.

ARTICLE V

Officers and Agents

Section 1. General. The officers of the Corporation shall be a President, one or more Vice-Presidents, a Secretary and a Treasurer. The Board of Directors may appoint such other officers, assistant officers, committee and agents, including a Chairman of the Board, Assistant Secretaries, and Assistant Treasurers, as they may consider necessary, who shall be chosen in such manner and hold their offices for such terms and have

such authority and duties as from time to time may be determined by the Board of Directors. The salaries of all the officers of the Corporation shall be fixed by the Board of Directors. One person may hold any two offices, except that no person may simultaneously hold the offices of President and Secretary. In all cases where the duties of any officer, agent or employee are not prescribed by the By-Laws or by the Board of Directors, such officer, agent or employee shall follow the orders and instructions of the President.

Section 2. Election and Term of Office. The officers of the Corporation shall be elected by the Board of Directors annually at the first meeting of the Board held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until the first of the following occurs: until his successor shall have been duly elected; until his death; until he shall resign; or until he shall have been removed in the manner hereinafter provided.

Section 3. Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not in itself create contract rights.

Section 4. Vacancies. A vacancy in any office, however occurring, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. Chairman of the Board. When the Board of Directors elects to appoint a Chairman of the Board, he shall preside at all meetings of the shareholders and the Board of Directors. Except when by law the signature of the President is required, the Chairman shall possess the same power as the President to sign all certificates, contracts, and other instruments of the Corporation which may be authorized by the Board of Directors. He shall direct, promote and build up the business of the company and shall participate in the determination of its business and financial policies and activities. He shall be directly responsible to the Board of Directors. He need not be a full-time employee of the Corporation.

Section 6. President. The President shall, subject to the direction and supervision of the Board of Directors, be the Chief Executive Officer of the Corporation, and shall have

general and active control of its affairs and business and general supervision of its officers, agents and employees. He shall preside at all meetings of the shareholders and shall carry out all orders and Resolutions of the Board. He shall, unless otherwise directed by the Board of Directors, be in attendance, in person or by substitute appointed by him, or shall execute on behalf of the Corporation, written instruments appointing a proxy or proxies to represent the Corporation, at all meetings of the stockholders of any other corporation in which the Corporation shall hold any stock, and at all meetings of any syndicate, joint venture, or unorganized group in which the Corporation shall own any interest. He may, on behalf of the Corporation, in person or by substitute or by proxy, execute written

waivers of notice and consent with respect to any such meetings. At all such meetings and otherwise, the President, in person or by substitute or proxy as aforesaid, may vote the stock or interest so held by the Corporation and may execute written consents or other instruments with respect to such stock or interest, and may exercise any and all rights and powers incident to the ownership of said stock, subject, however, to the instructions, if any, of the Board of Directors.

Section 7. Vice Presidents. The Vice Presidents shall assist the President, and shall perform such duties as may be assigned to them by the President or by the Board of Directors. In the absence of the President, the Vice President designated by the Board of Directors, or (if there by no such designation) designated in writing by the President, shall have the powers and perform the duties of the President.

Section 8. Secretary and Assistant Secretaries. The Secretary shall: (a) keep the minutes of the proceedings of the shareholders, executive committee, and the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of these By-Laws, or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation, and affix the seal to all documents when authorized by the Board of Directors; (d) keep within or outside Colorado a record containing the names and addresses of all shareholders and the number of shares held by each; (e) sign with the President or a Vice President, certificates for shares of the Corporation, the issuance of which shall have been authorized by Resolution of the Board of Directors; (f) have general charge of the stock transfer books of the Corporation; and (g) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. Assistant Secretaries, if any, shall have the same duties and powers, subject to the supervision of the

Secretary.

Section 9. Treasurer and Assistant Treasurers. The Treasurer shall be the principal financial officer of the Corporation and shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the Corporation, and shall deposit the same in accordance with the instructions of the Board of Directors. He shall receive and give receipts and acquitances for monies paid in on account of the Corporation, and shall pay out of the funds on hand all bills, payrolls and other just debts of the Corporation of whatever nature upon maturity. He shall perform all other duties incident to the office of the Treasurer, and, upon request of the Board, shall make such reports to it as may be required at any time. He shall, if required by the Board, give the Corporation a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his duties and for the restoration of the Corporation of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation. He shall have such other powers and perform such other duties as may be from time to time prescribed by the Board of Directors or the President. The Assistant Treasurers, if any, shall have the same powers and duties, subject to the supervision of the Treasurer.

Section 10. Bond of Officers. The Board of Directors may require any officer to give the Corporation a bond in such sum and with surety or sureties as shall be satisfactory to the Board of Directors for such terms and conditions as the Board of Directors may specify, including without limitation for the faithful performance of his duties, and for the restoration to the Corporation of all property in his possession or under his control belonging to the Corporation.

Section 11. Salaries. Officers of the Corporation shall be entitled to such salaries, emoluments, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors.

ARTICLE VI

Indemnification

Section 1. Third Party Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed

action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

Section 2. Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.

Section 3. Extent of Indemnification. To the extent that a Director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of

this Article VI, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 4. Determination. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the officer, director and employee or agent is proper in the circumtances because he has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (c) by the affirmative vote of the holders of a majority of the shares of stock entitled to vote and represented at a meeting called for such purpose.

Section 5. Payment in Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors as provided in Section 4 of this Article VI upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to

repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article VI.

Section 6. Insurance. The Board of Directors may exercise the Corporation' s power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability hereunder or otherwise.

Section 7. Other Coverage. The indemnification provided by this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Articles of Incorporation, these By-Laws, agreement, vote of shareholders or disinterested Directors, the

Colorado Corporation Code, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such a person.

ARTICLE VII

Execution of Instruments; Loan; Checks and Endorsements; Deposits; Proxies

Section 1. Execution of Instruments. The President or any Vice President shall have power to execute and deliver on behalf and in the name of the Corporation any instrument requiring the signature of an officer of the Corporation, except as otherwise provided in these By-Laws or where the execution and delivery thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation. Unless authorized so to do by these By-Laws or by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation in any way, to pledge its credit or to render it liable pecuniarily for any purpose or in any amount.

Section 2. Loans. No loan shall be contracted on behalf of the Corporation, and no evidence of indebtedness shall be issued, endorsed or accepted in its name, unless authorized by the Board of Directors so to act. Such authority may be general or confined to specific instances. When so authorized, the officer or officers thereunto authorized may effect loans at any time for the Corporation from any bank or other entity and for such loans may execute and deliver promissory notes or other evidences of indebtedness of the Corporation, and when authorized as aforesaid, as security for the payment of any and all loans (and any obligations incident thereto) of the Corporation, may mortgage, pledge, or otherwise encumber any real or personal property, or any interest therein, at any time owned or held by the Corporation, and to that end may execute and deliver such instruments as may be necessary or proper in the premises.

Section 3. Checks and Endorsements. All checks, drafts or other orders for the payment of money, obligations, notes or other evidences of indebtedness, bills of lading, warehouse receipts, trade acceptances, and other such instruments shall be signed or endorsed by such officers or agents of the Corporation as shall from time to time be determined by Resolution

of the Board of Directors, which Resolution may provide for the use of facsimile signatures.

Section 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the Corporation' s credit in such banks or other depositaries as shall from time to time be determined by Resolution of the Board of Directors, which Resolution may specify the officers or agents of the Corporation who shall have the power, and the manner in which such power shall be exercised, to make such deposits and to endorse, assign and deliver for collection and deposit checks, drafts, and other orders for the payment of money payable to the Corporation or its order.

Section 5. Proxies. Unless otherwise provided by Resolution adopted by the Board of Directors, the President or any Vice President may from time to time appoint one or more agents or attorneys in fact of the Corporation, in the name and on behalf of the Corporation, to cast the votes which the Corporation may be entitled to cast as the holder of stock or other securities in any other corporation, association or other entity, any of whose stock or other securities may be held by the Corporation, at meetings of the holders of the stock or other securities of such other corporation, association or other entity, or to consent in writing, in the name of the Corporation as such holder, to any action by such other corporation, association or other entity, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent, and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal, or otherwise, all such written proxies or other instruments as he may deem necessary or proper in the premises.

ARTICLE VIII

Shares of Stock

Section 1. Certificates of Stock. Every holder of stock of the Corporation shall be entitled to have a certificate certifying the number of shares owned by him in the Corporation and designating the class of stock to which such shares belong, which shall otherwise be in such form as is required by law and as the Board of Directors shall prescribe. Each such certificate shall be signed by the President or a Vice President and the Treasurer or Assistant Treasurer or the Secretary or any Assistant Secretary of the Corporation; provided, however, that where such certificate is signed or countersigned by a transfer agent

or registrar (other than the Corporation or any employees of the Corporation) the signtures of such officers of the Corporation may be in facsimile form. In case any officer of the Corporation who shall have signed, or whose facsimile signature shall have been placed on, any certificate shall cease for any reason to be such officer before such certificate shall have been issued or delivered by the Corporation, such certificate may nevertheless be issued and delivered by the Corporation as though the person who signed such certificate, or whose facsimile signature shall have been placed thereon, had not ceased to be such officer of the Corporation.

Section 2. Record. A record shall be kept of the name of each person or other entity holding the stock represented by each certificate for shares of the Corporation issued, the number of shares represented by each such certificate, and the date thereof, and, in the case of cancellation, the date of cancellation. The person or other entity in whose name shares of stock stand on the books of the Corporation shall be deemed the owner thereof, and thus a holder of record of such shares of stock, for all purposes as regards the Corporation.

Section 3. Transfer of Stock. Transfers of shares of the stock of the Corporation shall be made only on the books of the Corporation by registered holder thereof, or by his attorney thereunto authorized, and on the surrender of the certificate or certificates for such shares properly endorsed.

Section 4. Transfer Agents and Registrars; Regulations. The Board of Directors may appoint one or more transfer agents or registrars with respect to shares of the stock of the Corporation. The Board of Directors may make such rules and regulations

as it may deem expedient, not inconsistent with these By-Laws, concerning the issue, transfer and registration of certificates for shares of the stock of the Corporation.

Section 5. Lost, Destroyed or Mutilated Certificates. In case of the alleged loss, destruction or mutilation of a certificate representing stock of the Corporation, a new certificate may be issued in place thereof, in such manner and upon such terms and conditions as the Board of Directors may prescribe, and shall be issued in such situations as required by law, including § 4-8-405, C.R.S. 1973.

ARTICLE IX

Corporate Seal

The corporate seal shall be in such form, as shall be approved by Resolution of the Board of Directors. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced. The impression of the seal may be made and attested by either the Secretary or Assistant Secretary for the authentication of contracts or other papers requiring the seal.

ARTICLE X

Fiscal Year

The fiscal year of the Corporation shall be such years as shall be established by the Board of Directors.

ARTICLE XI

Corporate Books & Records

Section 1. Corporate Books. The books and records of the Corporation may be kept within or without the State of Colorado at such place or places as may be from time to time designated by the Board of Directors.

Section 2. Addresses of Shareholders. Each shareholder shall furnish to the Secretary of the Corporation or the Corporation' s transfer agent an address to which the notices from the Corporation, including notices of meetings, may be directed, and if any shareholders shall fail to so designate such an address it shall be sufficient for any such notice to be directed to such shareholder at his address last known to the Secretary or transfer agent.

Section 3. Fixing Record Date. The Board of Directors may fix in advance a date as a record date for the determination of the shareholders entitled to notice of or to vote at any meeting of the shareholders or any adjournment thereof, or to express consent (or dissent) to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of rights in respect of any change, conversion, or exchange of stock, or for the purpose of any other lawful action. Such record date shall not be more than

fifty (50) nor less than ten (10) days before the date of such meeting, nor more than fifty (50) days prior to any other action to which the same relates. Only such shareholders as shall be shareholders of record on the date so fixed shall be so entitled with respect to the matter to which the same relates. If the Board of Directors of not fix a record date as above provided, and if the Board of Directors shall not for

such purpose close the stock transfer books as provided by statute, then the record date shall be established by statute in such cases made and provided.

Section 4. Audits of Books and Accounts. The Corporation' s books and accounts shall be audited at such times and by such auditors as shall be specified and designated by Resolution of the Board of Directors.

ARTICLE XII

Amendments

The Board of Directors shall have the power to make, amend and repeal the By-Laws of the Corporation at any regular meeting of the Board or at any special meeting called for the purpose.

READ AND APPROVED this [Illegible] day of [Illegible], 1980.

/s/ [Illegible]

/s/ [Illegible]

Exhibit 3.9

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "HUNTER AVIATION, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-EIGHTH DAY OF OCTOBER, A.D. 2011, AT 3:58 O' CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "HUNTER AVIATION, LLC".

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

5058564 8100H

AUTHENTICATION: 9559891

120534211

DATE: 05-09-12

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:58 PM 10/28/2011
FILED 03:58 PM 10/28/2011
SRV 111147361 - 5058564 FILE

CERTIFICATE OF FORMATION

OF

HUNTER AVIATION, LLC

THE UNDERSIGNED, an authorized person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

1. The name of the limited liability company is Hunter Aviation, LLC (the "Company").

2. The address of the registered office and the name of the registered agent of the Company for service of process at such address, as required to be maintained by § 18-104 of the Delaware Limited Liability Company Act, are as follows:

Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, New Castle County, Delaware 19808

IN WITNESS WHEREOF, the undersigned as hereunto set his hand this 28th day of October, 2011.

/s/ Paul Johnston

Paul Johnston, Authorized Person

Exhibit 3.10

LIMITED LIABILITY COMPANY AGREEMENT
OF
HUNTER AVIATION, LLC
A DELAWARE LIMITED LIABILITY COMPANY

Magnum Hunter Resources Corporation, a Delaware corporation (the "Member"), hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq. (the "Act"), and hereby declares the following to be the Limited Liability Company Agreement of such limited liability company:

1. Name. The name of the limited liability company formed hereby (the "Company") is Hunter Aviation, LLC.

2. Purpose and Powers. The purpose of the Company is to engage in any activity for which limited liability companies may be organized in the State of Delaware. The Company shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

3. Certificates; Term; Existence. Paul Johnston, as an "authorized person" within the meaning of the Act, has executed, delivered and filed the Certificate of Formation of the Company with the Office of the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation of the Company with the Office of the Secretary of State of the State of Delaware, his powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any other jurisdiction in which the Company may wish to conduct business. The term of the Company commenced on the date hereof, being the date the Certificate of Formation of the Company was filed with the Office of the Secretary of State of the State of Delaware, and the term of the Company shall continue until the dissolution of the Company pursuant to Section 17 hereof. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate of Formation of the Company pursuant to the Act and this Agreement.

4. Registered Office. The registered office of the Company in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808.

5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808.

6. Admission of Member. Simultaneously with the execution and delivery of this Agreement, Magnum Hunter Resources Corporation is hereby admitted to the Company as the

sole member of the Company in respect of the Interest (as hereinafter defined) being acquired hereunder.

7. Interest. The Company shall be authorized to issue a single class of Limited Liability Company Interest (as defined in the Act, the "Interest") that shall not be certificated, and shall include any and all benefits to which the holder of such Interest may be entitled in this Agreement, together with all obligations of such person to comply with the terms and provisions of this Agreement.

8. Capital Subscriptions. The Member may contribute additional cash or other property to the Company as it shall decide, from time to time.

9. Tax Characterization and Returns. Until such time as the Company shall have more than one member, it is the intention of the Member that the Company be disregarded for federal and all relevant state tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes. All provisions of the Company' s Certificate of Formation and this Agreement are to be construed so as to preserve that tax status. The Member is hereby authorized to file any necessary elections with any tax authorities and shall be required to file any necessary tax returns on behalf of the Company with any such tax authorities.

10. Management. The management of the Company shall be vested solely in the Member, who shall have all powers to control and manage the business and affairs of the Company and may exercise all powers of the Company. All instruments, contracts, agreements and documents shall be valid and binding on the Company if executed by the Member.

11. Officers.

(a) Officers. The officers of the Company shall be appointed by the Member and shall consist of at least a president and a secretary. Two or more offices may be held by the same person. The initial officers of the Company appointed by the Member are set forth on Exhibit A attached hereto.

(b) Additional Officers. The Member may also appoint a chief executive officer, a treasurer, and one or more vice presidents, assistant secretaries and assistant treasurers. The Member may appoint such other officers and assistant officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall have such authority and exercise such powers and perform such duties as shall be expressly set forth herein or as shall otherwise be determined from time to time by the Member by resolution not inconsistent with this Agreement.

(c) Compensation. The salaries of all officers and agents of the Company shall be fixed by the Member. The Member shall have the power to enter into contracts for the employment and compensation of officers for such terms as the Member deems advisable.

(d) Term; Removal; Vacancies. The officers of the Company shall hold office until their successors are elected or appointed and qualify, or until their death or until their resignation or removal from office. Any officer elected or appointed by the

Member may be removed at any time by the Member, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any vacancy occurring in any office of the Company by death, resignation, removal or otherwise shall be filled by the Member.

(e) Chief Executive Officer. The chief executive officer, if one is elected or appointed, shall be the chief executive officer of the Company and shall have general and active management of the business of the Company and shall see that all orders and resolutions of the Member, as applicable, are carried into effect. The chief executive officer shall preside at all meetings of the Member.

(f) President. The president shall assist the chief executive officer in seeing that all orders and resolutions of the Member, as applicable, are carried into effect and shall have such other duties and such other powers as the Member may from time to time prescribe or as the chief executive officer may from time to time delegate.

(g) Vice Presidents. The vice presidents in the order of their seniority, unless otherwise determined by the Member, shall in the absence or disability of the president, perform the duties and have the authority and exercise the powers of the president. They shall perform such other duties and have such other authority and powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(h) Secretary. The secretary shall attend all meetings of the Member and record all of the proceedings of the meetings of the Member and resolutions of the Member, as applicable, in a record book to be kept for that purpose. The secretary shall give, or cause to be given, notice of all meetings of the Member, and shall perform such other duties as may be prescribed by the Member, chief executive officer or president, under whose supervision he or she shall be. The secretary shall keep in safe custody the seal of the Company (if any) and, when authorized by the Member, shall affix the same to any instrument requiring it and, when so affixed, it shall be attested by his or her signature or by the signature of an assistant secretary or of the treasurer. The secretary shall perform such other duties and have such other powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(i) Assistant Secretaries. The assistant secretaries, if elected or appointed, in the order of their seniority, unless otherwise determined by the Member, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary. They shall perform such other duties and have such other powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(j) Treasurer. The treasurer, if one is elected or appointed, shall have custody of the Company funds and securities and shall keep full and accurate accounts and records of receipts, disbursements and other transactions in books belonging to the

Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated from time to time by the Member. The treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render the chief executive officer, president and Member, at their regular meetings, or when the chief executive officer or president or Member so requires, an account of all his or her transactions as treasurer and of the financial condition of the Company. If required by the Member, the treasurer shall give the Company a bond of such type, character and amount as the Member may require.

Assistant Treasurers. The assistant treasurers, if elected or appointed, in the order of their seniority, unless otherwise determined by the Member, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. They shall perform such other duties and have such other powers as the Member may from time to time prescribe or the chief executive officer or president may from time to time delegate.

12. Distributions. At such time as the Member shall determine, the Member shall cause the Company to distribute any cash held by it that is neither reasonably necessary for the operation of the Company nor otherwise in violation of Sections 18-607 or 18-804 of the Act.

13. Assignments. The Member may assign all or any part of its Interest in the sole discretion of the Member. Any transferee of all or any portion of an Interest shall automatically be deemed admitted to the Company as a substituted Member in respect of the Interest or such portion thereof transferred by the transferring Member and the transferring Member shall be deemed withdrawn in respect of such Interest or portion thereof.

14. Withdrawal. The Member may withdraw from the Company at any time. Upon any such permitted withdrawal, the withdrawing Member shall receive the fair value of its Interest, determined as of the date it ceases to be a member of the Company.

15. Additional Members. No additional persons may be admitted as members of the Company except upon an assignment by the Member of all or any part of its Interest.

16. Compensation. The Member shall not receive compensation for services rendered to the Company.

17. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Member, or (b) an event of dissolution of the Company under the Act; provided, however, that within ninety (90) days following any event terminating the continued membership of the Member, if the Personal Representative (as defined in the Act) of the Member agrees in writing to continue the Company and to admit itself or some other person as a member of the Company effective as of the date of the occurrence of the event that terminated the continued membership of the Member, then the Company shall not be dissolved and its affairs shall not be wound up.

18. Distributions upon Dissolution. Upon the dissolution of the Company pursuant to Section 17 hereof, the Company shall continue solely for the purposes of winding up its affairs in

an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member, and the Member shall not take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company' s business and affairs; provided that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Member until such time as the property of the Company has been distributed pursuant to this Section 18 and the Certificate of Formation of the Company has been cancelled pursuant to the Act and this Agreement. The Member shall be responsible for overseeing the winding up and dissolution of the Company. Upon the dissolution of the Company pursuant to Section 17 hereof, the Member shall take full account of the Company' s liabilities and assets and shall cause the assets or the proceeds from the sale thereof, to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by law, to the Member, after paying or making reasonable provision for all of the Company' s creditors to the extent required by Section 18-804 of the Act.

19. Certificate of Cancellation. Upon completion of the winding up and liquidation of the Company in accordance with Section 18 hereof, the Member shall promptly cause to be executed and filed a Certificate of Cancellation in accordance with the Act and the laws of any other jurisdictions in which the Member deems such filing necessary or advisable

20. Limited Liability. The Member shall have no liability for the obligations of the Company except to the extent required by the Act.

21. Amendment. This Agreement may be amended only in a writing signed by the Member.

22. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

23. Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

24. Consent to Jurisdiction Provision. The Member hereby (i) irrevocably submits to the non-exclusive jurisdiction of any Delaware State court or Federal court sitting in Wilmington, Delaware in any action arising out of this Agreement, and (ii) consents to the service of process by mail. Nothing herein shall affect the right of any party to serve legal process in any manner permitted by law or affect its right to bring any action in any other court.

25. Relationship between the Agreement and the Act. Regardless of whether any provision of this Agreement specifically refers to particular Default Rules, (a) if any provision of

this Agreement conflicts with a Default Rule, the provision of this Agreement controls and the Default Rule is modified or negated accordingly, and (b) if it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default Rule is modified or negated accordingly. For purposes of this Section 25, "Default Rule" shall mean a rule stated in the Act that applies except to the extent it is negated or modified through the provisions of a limited liability company' s Certificate of Formation or limited liability company agreement.

IN WITNESS WHEREOF, the undersigned has caused this Limited Liability Company Agreement to be executed as of the 28th day of October, 2011.

Magnum Hunter Resources Corporation
a Delaware corporation

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Executive Vice President and CFO

Exhibit A

Initial Officers

Gary C. Evans	President
Ronald D. Ormand	Vice President and Treasurer
Paul Johnston	Secretary
David Lipp	Assistant Secretary

Exhibit 3.11

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "HUNTER REAL ESTATE, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWELFTH DAY OF JANUARY, A.D. 2010, AT 4:09 O' CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "HUNTER REAL ESTATE, LLC".

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

4776468 8100H

AUTHENTICATION: 9559900

120534225

DATE: 05-09-12

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:06 PM 01/12/2010
FILED 04:09 PM 01/12/2010
SRV 100031869 - 4776468 FILE

CERTIFICATE OF FORMATION

OF

HUNTER REAL ESTATE, LLC

THE UNDERSIGNED, an authorized person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

1. The name of the limited liability company is Hunter Real Estate, LLC (the "Company").

2. The address of the registered office and the name of the registered agent of the Company for service of process at such address, as required to be maintained by § 18-104 of the Delaware Limited Liability Company Act, are as follows:

Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, New Castle County, Delaware 19808

IN WITNESS WEHREOF, the undersigned has hereunto set his hand this 12th day of January, 2010.

/s/ David Lipp
David Lipp, Authorized Person

Exhibit 3.12

LIMITED LIABILITY COMPANY AGREEMENT
OF
HUNTER REAL ESTATE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

Triad Hunter, LLC a Delaware corporation (the "Member") hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq. (the "Act"), and hereby declares the following to be the Limited Liability Company Agreement of such limited liability company:

1. Name. The name of the limited liability company formed hereby (the "Company") is Hunter Real Estate, LLC.

2. Purpose and Powers. The purpose of the Company is to engage in any activity for which limited liability companies may be organized in the State of Delaware. The Company shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

3. Certificates; Term; Existence. David Lipp, as an "authorized person" within the meaning of the Act, has executed, delivered and filed the Certificate of Formation of the Company with the Office of the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation of the Company with the Office of the Secretary of State of the State of Delaware, his powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any other jurisdiction in which the Company may wish to conduct business. The term of the Company commenced on the date hereof, being the date the Certificate of Formation of the Company was filed with the Office of the Secretary of State of the State of Delaware, and the term of the Company shall continue until the dissolution of the Company pursuant to Section 17 hereof. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate of Formation of the Company pursuant to the Act and this Agreement.

4. Registered Office. The registered office of the Company in the State of Delaware is located at 2711 Centerville Road, Suite 400 Wilmington, New Castle County, Delaware 19808.

5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware are Corporation Service Company, 2711 Centerville Road, Suite 400 Wilmington, New Castle County, Delaware 19808.

6. Admission of Member. Simultaneously with the execution and delivery of this Agreement, Triad Hunter, LLC is hereby admitted to the Company as the sole member of the Company in respect of the Interest (as hereinafter defined) being acquired hereunder.

sole member of the Company in respect of the Interest (as hereinafter defined) being acquired hereunder.

7. Interest. The Company shall be authorized to issue a single class of Limited Liability Company Interest (as defined in the Act, the "Interest") that shall not be certificated, and shall include any and all benefits to which the holder of such Interest may be entitled in this Agreement, together with all obligations of such person to comply with the terms and provisions of this Agreement.

8. Capital Subscriptions. The Member may contribute additional cash or other property to the Company as it shall decide, from time to time.

9. Tax Characterization and Returns. Until such time as the Company shall have more than one member, it is the intention of the Member that the Company be disregarded for federal and all relevant state tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes. All provisions of the Company' s Certificate of Formation and this Agreement are to be construed so as to preserve that tax status. The Member is hereby authorized to file any necessary elections with any tax authorities and shall be required to file any necessary tax returns on behalf of the Company with any such tax authorities.

10. Management. The management of the Company shall be vested solely in the Member, who shall have all powers to control and manage the business and affairs of the Company and may exercise all powers of the Company. All instruments, contracts, agreements and documents shall be valid and binding on the Company if executed by the Member.

11. Officers.

(a) Officers. The officers of the Company shall be appointed by the Member and shall consist of at least a president and a secretary. Two or more offices may be held by the same person. The initial officers of the Company appointed by the Member are set forth on Exhibit A attached hereto.

(b) Additional Officers. The Member may also appoint a chief executive officer, a treasurer, and one or more vice presidents, assistant secretaries and assistant treasurers. The Member may appoint such other officers and assistant officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall have such authority and exercise such powers and perform such duties as shall be expressly set forth herein or as shall otherwise be determined from time to time by the Member by resolution not inconsistent with this Agreement.

(c) Compensation. The salaries of all officers and agents of the Company shall be fixed by the Member. The Member shall have the power to enter into contracts for the employment and compensation of officers for such terms as the Member deems advisable.

(d) Term; Removal; Vacancies. The officers of the Company shall hold office until their successors are elected or appointed and qualify, or until their death or until their resignation or removal from office. Any officer elected or appointed by the

Member may be removed at any time by the Member, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any vacancy occurring in any office of the Company by death, resignation, removal or otherwise shall be filled by the Member.

(e) Chief Executive Officer. The chief executive officer, if one is elected or appointed, shall be the chief executive officer of the Company and shall have general and active management of the business of the Company and shall see that all orders and resolutions of the Member, as applicable, are carried into effect. The chief executive officer shall preside at all meetings of the Members.

(f) President. The president shall assist the chief executive officer in seeing that all orders and resolutions of the Member, as applicable, are carried into effect and shall have such other duties and such other powers as the Member may from time to time prescribe or as the chief executive officer may from time to time delegate.

(g) Vice Presidents. The vice presidents in the order of their seniority, unless otherwise determined by the Member, shall, in the absence or disability of the president, perform the duties and have the authority and exercise the powers of the president. They shall perform such other duties and have such other authority and powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(h) Secretary. The secretary shall attend all meetings of the Member and record all of the proceedings of the meetings of the Member and resolutions of the Member, as applicable, in a record book to be kept for that purpose. The secretary shall give, or cause to be given, notice of all meetings of the Member, and shall perform such other duties as may be prescribed by the Member, chief executive officer or president, under whose supervision he or she shall be. The secretary shall keep in safe custody the seal of the Company (if any) and, when authorized by the Member, shall affix the same to any instrument requiring it and, when so affixed, it shall be attested by his or her signature or by the signature of an assistant secretary or of the treasurer. The secretary shall perform such other duties and have such other powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(i) Assistant Secretaries. The assistant secretaries, if elected or appointed, in the order of their seniority, unless otherwise determined by the Member, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary. They shall perform such other duties and have such other powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(j) Treasurer. The treasurer, if one is elected or appointed, shall have custody of the Company funds and securities and shall keep full and accurate accounts and records of receipts, disbursements and other transactions in books belonging to the

Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated from time to time by the Member. The treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render the chief executive officer, president and Member, at their regular meetings, or when the chief executive officer or president or Member so requires, an account of all his or her transactions as treasurer and of the financial condition of the Company. If required by the Member, the treasurer shall give the Company a bond of such type, character and amount as the Member may require.

(k) Assistant Treasurers. The assistant treasurers, if elected or appointed, in the order of their seniority, unless otherwise determined by the Managing Member, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. They shall perform such other duties and have such other powers as the Managing Member may from time to time prescribe or the chief executive officer or president may from time to time delegate.

12. Distributions. At such time as the Member shall determine, the Member shall cause the Company to distribute any cash held by it that is neither reasonably necessary for the operation of the Company nor otherwise in violation of Sections 18-607 or 18-804 of the Act. The Member shall always be entitled to distribute cash from the Company in amounts sufficient for the Member to fund required federal and state income tax payments and estimated payments.

13. Assignments. The Member may assign all or any part of its Interest in the sole discretion of the Member. Any transferee of all or any portion of an Interest shall automatically be deemed admitted to the Company as a substituted Member in respect of the Interest or such portion thereof transferred by the transferring Member and the transferring Member shall be deemed withdrawn in respect of such Interest or portion thereof.

14. Withdrawal. The Member may withdraw from the Company at any time. Upon any such permitted withdrawal, the withdrawing Member shall receive the fair value of its Interest, determined as of the date it ceases to be a member of the Company.

15. Additional Members. No additional persons may be admitted as members of the Company except upon an assignment by the Member of all or any part of its Interest.

16. Compensation. The Member shall not receive compensation for services rendered to the Company.

17. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Member, or (b) an event of dissolution of the Company under the Act; provided, however, that within ninety (90) days following any event terminating the continued membership of the Member, if the Personal Representative (as defined in the Act) of the Member agrees in writing to continue the Company and to admit itself or some other person as a member of the Company effective as of the date of the occurrence of the event that terminated the continued membership of the Member, then the Company shall not be dissolved and its affairs shall not be wound up.

18. Distributions upon Dissolution. Upon the dissolution of the Company pursuant to Section 17 hereof, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member, and the Member shall not take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company' s business and affairs: provided that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Member until such time as the property of the Company has been distributed pursuant to this Section 18 and the Certificate of Formation of the Company has been cancelled pursuant to the Act and this Agreement. The Member shall be responsible for overseeing the winding up and dissolution of the Company. Upon the dissolution of the Company pursuant to Section 17 hereof, the Member shall take full account of the Company' s liabilities and assets and shall cause the assets or the proceeds from the sale thereof, to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by law, to the Member, after paying or making reasonable provision for all of the Company' s creditors to the extent required by Section 18-804 of the Act.

19. Certificate of Cancellation. Upon completion of the winding up and liquidation of the Company in accordance with Section 18 hereof, the Member shall promptly cause to be executed and filed a Certificate of Cancellation in accordance with the Act and the laws of any other jurisdictions in which the Member deems such filing necessary or advisable

20. Limited Liability. The Member shall have no liability for the obligations of the Company, and except to the extent expressly required by the Act, shall hold its Interest free from any liability or obligations from the Company and its operations.

21. Amendment. This Agreement may be amended only in a writing signed by the Member.

22. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

23. Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

24. Relationship between the Agreement and the Act. Regardless of whether any provision of this Agreement specifically refers to particular Default Rules, (a) if any provision of this Agreement conflicts with a Default Rule, the provision of this Agreement controls and the Default Rule is modified or negated accordingly, and (b) if it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default

Rule is modified or negated accordingly. For purposes of this Section 25, "Default Rule" shall mean a rule stated in the Act that applies except to the extent it is negated or modified through the provisions of a limited liability company' s Certificate of Formation or limited liability company agreement.

IN WITNESS WHEREOF, the undersigned has caused this Limited Liability Company Agreement to be executed as of the 12th day of January, 2010.

TRIAD HUNTER, LLC
a Delaware corporation

By: /s/ David Lipp
Name:David Lipp
Title:Secretary

Exhibit A

Initial Officers

Gary C. Evans	President and Treasurer
Ronald D. Ormand	Vice President
David Lipp	Secretary

Exhibit 3.13

Alison Lundergan Grimes
Secretary of State

Certificate

I, Alison Lundergan Grimes, Secretary of State for the Commonwealth of Kentucky, do hereby certify that the foregoing writing has been carefully compared by me with the original thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of

CERTIFICATE OF INCORPORATION OF

DAUGHERTY PETROLEUM, INC. FILED SEPTEMBER 20, 1984;

ARTICLES OF AMENDMENT AMENDING THE NAME TO NGAS PRODUCTION CO. FILED FEBRUARY 22, 2010;

ARTICLES OF AMENDMENT FILED APRIL 14, 2011;

ARTICLES OF AMENDMENT AMENDING THE NAME TO MAGNUM HUNTER PRODUCTION, INC. FILED JUNE 29, 2011.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 10th day of May, 2012.

/s/ Alison Lundergan Grimes

Alison Lundergan Grimes
Secretary of State
Commonwealth of Kentucky
emcnulty/0193715 - Certificate ID: 125664

Commonwealth of Kentucky

OFFICE OF
SECRETARY OF STATE

DREXELL R. DAVIS
Secretary

FRANKFORT, KENTUCKY

CERTIFICATE OF INCORPORATION

I, DREXELL R. DAVIS, Secretary of State of the Commonwealth of Kentucky, do hereby certify that Articles of Incorporation of Daugherty Petroleum, Inc. whose initial agent for process is William S. Daugherty, III Route 14, Box 59C and whose address is Bowling Green, Kentucky duly signed according to law, have been filed in my office. I further certify that all taxes, fees and charges payable upon the filing of said Articles of Incorporation have been paid.

Given under my hand and seal of Office as Secretary of State, at Frankfort, Kentucky, this 20th day of September 1984.

/s/ Drexell R. Davis
SECRETARY OF STATE

[SEAL]

ASSISTANT SECRETARY OF STATE

SECRETARY OF STATE

SECRETARY OF STATE
RECEIVED
SEP 20 1984

Commonwealth of Kentucky

ORIGINAL COPY
FILED AND RECORDED
SECRETARY OF STATE OF KENTUCKY
FRANKFORT, KENTUCKY

SEP 20 1984

Drexell R. Davis

SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

DAUGHERTY PETROLEUM, INC.

The undersigned, acting as incorporator of a corporation under the Kentucky Business Corporation Act, adopts the following Articles of Incorporation for such incorporation.

I

The name of the corporation shall be Daugherty Petroleum, Inc.

II

The period of its duration shall be perpetual.

III

The purpose for which the corporation is organized is for oil and gas leasing, exploration and management, and to do generally all and every other thing necessary and incident thereto and further to engage in the transaction of any and all lawful business for which corporations may be incorporated under the Kentucky Business Corporation Act.

IV

The aggregate number of shares which the corporation shall have the authority to issue is 1000 shares at no par value. The voting power of such stock shall be one (1) vote per share.

V

The address of the initial registered office of the incorporation is Route 14, Box 59C, Bowling Green, Kentucky 42101, and the name of

---

the registered agent at the address is William S. Dautherty, III.

VI

The number of directors constituting the initial Board of Directors shall be one (1). The name and address is as follows:

a. William S. Daugherty, III
Route 14, Box 59C
Bowling Green, Kentucky 42101.

VII

The name and address of the incorporator is as follows:

a. William S. Daugherty, III
Route 14, Box 59C
Bowling Green, Kentucky 2101.

VIII

The affairs of the incorporation shall be managed by a Board of one (1) director. The director shall be elected by the shareholders of the corporation at the first annual meeting thereof, and each annual meeting thereafter. The Board of Directors shall have the authority to adopt, amend or repeal By-Laws governing the affairs of the corporation.

IN TESTIMONY WHEREOF, witness the hand of the incorporator on this the 5th day of September, 1984.

/s/ William S. Daugherty, III
WILLIAM S. DAUGHERTY, III

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF WARREN)

Subscribed and sworn to before me by William S. Daugherty, III,

to be true and correct to the best of his knowledge and belief and to be his free and willful act and deed.

This the 5th day of September, 1984.

[ILLEGIBLE]
NOTARY PUBLIC
MY COMMISSION EXPIRES:
11-14-89

0193715.09 darmstrong
AMD

Trey Grayson, Secretary of State
Received and Filed:
2/22/2010 10:12 AM
Fee Receipt: $40.00

COMMONWEALTH OF KENTUCKY
TREY GRAYSON, SECRETARY OF STATE

Division of Corporations
Business Filings

Articles of Amendment
(Domestic Profit Corporation)

AMD

PO Box 718
Frankfort, KY 40602
(502) 564-3490
www.sos.ky.gov

Pursuant to the provisions of KRS 271B, the undersigned applies to amend articles of incorporation, and for that purpose, submits the following statements:

1. Name of the corporation on record with the Office of the Secretary of State is Daugherty Petroleum, Inc.
(The name must be Identical to the name on record with the Secretary of State.)

2. The text of each amendment adopted: Article I of the Articles of Incorporation is amended to read as follows:
"Article I. The name of the corporation shall be NGAS Production Co."

3. If the amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment, if not contained in the amendment itself, are as follows: N/A

4. The date of adoption of each amendment was as follows: February 18, 2010

5. Check the option that applies (check only one option):

- ☐ The amendment(s) was (were) duly adopted by the incorporators prior to issuance of shares.
- ☐ The amendment(s) was (were) duly adopted by the board of directors prior to issuance of shares.
- ☐ The amendment(s) was (were) duly adopted by the incorporators or board of director without shareholder action as shareholder action was not required.
- ☒ If the amendment(s) was (were) duly adopted by the shareholders, the:
  - a) 100 Number of outstanding shares.
  - b) 100 Number of votes entitled to be cast by each voting group entitled to vote separately on the amendment
  - c) 100 Number of votes of each voting group indisputably represented at the meeting.
  - d) 100 The total number of votes in favor of the amendment.
  - e) 0 The number of votes against the amendment.
  - f) 100 The number of votes cast for the amendment by each voting group was sufficient.

6. This application will be effective upon filing, unless a delayed effective date and/or time is provided. The effective date or the delayed effective cannot be prior to the date the application is filed. The date and/or time is N/A.

(Delayed effective date and/or time)

I declare under penalty of perjury under the laws of Kentucky that the forgoing is true and correct.

/s/ William S. Daugherty	William S. Daugherty	Chairman	02/18/10
Signature of Officer or Chairman of the Board	Printed Name	Title	Date

0193715.09 amcray
AMD

Elaine N. Walker, Secretary of State

Received and Filed:
4/14/2011 11:48 AM
Fee Receipt: $40.00

COMMONWEALTH OF KENTUCKY
ELAINE N. WALKER, SECRETARY OF STATE

Division of Corporations
Business Filings
PO Box 718
Frankfort, KY 40602
(502) 564-3490
www.sos.ky.gov

Articles of Amendment
(Domestic Profit or Professional Services Corporation)

AMD

Pursuant to the provisions of KRS 14A and KRS 271B, the undersigned applies to amend articles of incorporation, and for that purpose, submits the following statements:

1. Name of the corporation on record with the Office of the Secretary of State is NGAS Production Co.
(The name must be Identical to the name on record with the Secretary of State.)

2. The text of each amendment adopted: Article VIII of the Articles of Incorporation is amended and related to read as follows: "Article VIII: The affairs of the Incorporation shall be managed be a Board of two (2) directors. The directors shall be elected by the shareholders of the corporation at the first annual meeting thereof, and each annual meeting thereafter. The Board of Directors shall have the authority to adopt, amend or repeal By-Laws governing the affairs of the corporation."

3. If the amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment, if not contained in the amendment itself, are as follows:

4. The date of adoption of each amendment was as follows: April 13, 2011

5. Check the option that applies (check only one option):

- ☐ The amendment(s) was (were) duly adopted by the incorporators prior to issuance of shares.
- ☐ The amendment(s) was (were) duly adopted by the board of directors prior to issuance of shares.
- ☐ The amendment(s) was (were) duly adopted by the incorporators or board of director without shareholder action as shareholder action was not required.
- ☒ If the amendment(s) was (were) duly adopted by the shareholders, the:
  - a) 100 Number of outstanding shares.
  - b) 100 Number of votes entitled to be cast by each voting group entitled to vote separately on the amendment
  - c) 100 Number of votes of each voting group indisputably represented at the meeting.
  - d) 100 The total number of votes in favor of the amendment.
  - e) 0 The number of votes against the amendment.
  - f) 100 The number of votes cast for the amendment by each voting group was sufficient.

6. This application will be effective upon filing, unless a delayed effective date and/or time is provided. The effective date or the delayed effective cannot be prior to the date the application is filed. The date and/or time is N/A.

(Delayed effective date
and/or time)

I declare under penalty of perjury under the laws of Kentucky that the forgoing is true and correct.

/s/ Gary C. Evans	Gary C. Evans	CEO	04/13/11
Signature of Officer or Chairman of the Board	Printed Name	Title	Date

0193715.09 amcray
AMD

Elaine N. Walker, Secretary of State
Received and Filed:
6/29/2011 2:46 PM
Fee Receipt: $40.00

COMMONWEALTH OF KENTUCKY
ELAINE N. WALKER, SECRETARY OF STATE

Division of Business Fillings
Business Filings
PO Box 718
Frankfort, KY 40602
(502) 564-3490
www.sos.ky.gov

Articles of Amendment
(Domestic Profit or Professional Services Corporation)

AMD

Pursuant to the provisions of KRS 14A and KRS 271B, the undersigned applies to amend articles of incorporation, and for that purpose, submits the following statements:

1. Name of the corporation on record with the Office of the Secretary of State is NGAS Production Co.
(The name must be Identical to the name on record with the Secretary of State.)

2. The text of each amendment adopted: Article 1 of the certificate of incorporation of NGAS Production Co. shall be amended in its entirety to read as follows:
Article 1: The name of the corporation is Magnum Hunter Production, Inc.

3. If the amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment, if not contained in the amendment itself, are as follows:

4. The date of adoption of each amendment was as follows: June 28, 2011

5. Check the option that applies (check only one option):
☐ The amendment(s) was (were) duly adopted by the incorporators prior to issuance of shares.

☐ The amendment(s) was (were) duly adopted by the board of directors prior to issuance of shares.

☐ The amendment(s) was (were) duly adopted by the incorporators or board of director without shareholder action as shareholder action was not required.

☒ If the amendment(s) was (were) duly adopted by the shareholders, the:

a) 100 Number of outstanding shares.

b) 100 Number of votes entitled to be cast by each voting group entitled to vote separately on the amendment

c) 100 Number of votes of each voting group indisputably represented at the meeting.

d) 100 The total number of votes in favor of the amendment.

e) 0 The number of votes against the amendment.

f) Yes The number of votes cast for the amendment by each voting group was sufficient.

6. This application will be effective upon filing, unless a delayed effective date and/or time is provided. The effective date or the delayed effective cannot be prior to the date the application is filed. The date and/or time is .

(Delayed effective date and/or time)

I declare under penalty of perjury under the laws of Kentucky that the forgoing is true and correct.

/s/ Ronald D. Ormand	Ronald D. Ormand	Vice President & Treasurer	6/28/11
Signature of Officer or Chairman of the Board	Printed Name	Title	Date

---

NGAS PRODUCTION CO.
Written Consent of Sole Shareholder

The undersigned, being the sole shareholder of NGAS Production Co., a Kentucky corporation (the "Corporation"), pursuant to the provisions of the Kentucky Revised Statutes, hereby executes this consent for the purpose of adopting the following resolutions, to the same extent and to have the same force and effect as a unanimous vote at a meeting of the shareholders, duly called and held for the purpose of acting upon proposals to adopt such resolutions:

WHEREAS, it has been proposed that the name of the Corporation be changed to Magnum Hunter Production, Inc.;

NOW, THEREFORE, BE IT RESOLVED, that the undersigned, being the sole shareholder of the Corporation, hereby approves the amendment of the certificate of incorporation of the Corporation to change the name of the Corporation to Magnum Hunter Production, Inc.;

RESOLVED FURTHER, that the proper officers of the Corporation be, and each of them with full authority to act without the others hereby is, authorized, empowered and directed, for and on behalf of the Corporation, to prepare (or cause to be prepared), execute and file (or cause to be filed) an amendment to the certificate of incorporation of the Corporation to change the name of the Corporation as provided above, and to take or cause to be taken any and all further actions, including appropriate filings with governmental or regulatory authorities, as may be necessary or desirable in connection therewith.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent to be effective as of June 27, 2011.

NGAS Hunter, LLC, as sole shareholder
By: Magnum Hunter Resources Corporation, as sole member

By: /s/ Ronald D. Ormand

Ronald D. Ormand, Executive Vice President and CFO

Exhibit 3.14

BYLAWS

OF

DAUGHERTY PETROLEUM, INC.

ARTICLE I – OFFICES

SECTION 1. PRINCIPAL AND OTHER BUSINESS OFFICES.

Daugherty Petroleum, Inc., a Kentucky corporation (the "Corporation") shall have a principal office, and other offices, either within or without the Commonwealth of Kentucky, as the Board of Directors of the Company (the "Board of Directors") may designate, or the business of the Corporation. may require from. time to time. Until otherwise determined, the principal office of the Corporation shall be at the address stated in its Articles of Incorporation.

SECTION 2. REGISTERED OFFICE.

The Corporation shall continuously maintain a registered office in the Commonwealth of Kentucky. The initial registered office of the Corporation in the Commonwealth of Kentucky shall be at the address stated in its Articles of Incorporation. The address of the Corporation' s registered office may be the same as any of the Corporation' s places of business, and may be changed from time to time by the Board of Directors. The Corporation shall also continuously maintain a registered agent whose business office is identical to the Corporation' s registered office.

ARTICLE II – SHAREHOLDERS

SECTION 1. ANNUAL MEETING.

The Corporation shall hold an annual meeting of shareholders on the first day of March in each year, beginning with the year 1985, at the hour of 10:00 am., local time, or on such other date and at such other time as may be designated from time to time by the Board of Directors. If the day fixed for the annual meeting is a legal holiday, the meeting shall be held on the next business day. At the annual. meeting. the shareholders shall elect directors and transact such other business as may properly come before the meeting. If the election of directors is not held on the day designated for an annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders or by unanimous written consent of shareholders as soon thereafter as may be practicable. The failure to hold an annual meeting at the time stated in or fixed in accordance with these Bylaws shall not affect the validity of any corporate action.

SECTION 2. SPECIAL MEETINGS.

The Corporation shall hold a special meeting of shareholders: (a) on call of the Board of Directors, the Chairman of the Board or the President; or (b) if the holders of at least thirty-three and one-third percent (33-1/3%) (or such higher or lower percentage as may be contained in the Articles of Incorporation) of all the votes entitled to be cast on any issue proposed to be considered at the special meeting sign, date and deliver to the Corporation' s secretary one or more demands for the special meeting setting forth the purposes for which it is to be held.

SECTION 3. PLACE OF MEETING.

The Board of Directors may designate any place, either within or without the Commonwealth of Kentucky, as the place of meeting for any annual meeting. The Board of Directors, Chairman of the Board or President may designate any place, either within or without the Commonwealth of Kentucky, as the place of meeting for any special meeting called by them. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the Commonwealth of Kentucky, as the place for the holding of such meeting if no designation is made, or if a special meeting is held by shareholder demand, the place of meeting shall be the principal office of the Corporation.

SECTION 4. NOTICE OF MEETING.

(a) The Corporation shall notify shareholders of the date, time and place of each annual and special shareholders' meeting, no fewer than ten (10), nor more than sixty (60), days before the meeting date; provided, however, that unless otherwise required by law or the Articles of Incorporation, the Corporation shall not be required to give notice to shareholders not entitled to vote at the meeting.

(b) Notice of a special meeting shall state the purpose or purposes for which the meeting is called. Unless otherwise required by law or the Articles of Incorporation, notice of an annual meeting shall not be required to state the purpose or purposes of the meeting.

(c) Notice of annual and special meetings shall be in writing, unless oral notice is reasonable under the circumstances. Notice may be communicated in person., by telephone, telegraph, teletype or other form of wire or wireless communication, United States mail, private carrier or any other means permitted by law.

SECTION 5. WAIVER OF NOTICE.

(a) A shareholder may waive any notice required by law, the Articles of Incorporation or these Bylaws before or after the time stated in the notice, by delivering a signed waiver to the Secretary of the Corporation.

(b) A shareholder' s attendance at a meeting shall waive (i) objection to lack of notice or defective notice of the meeting, unless the shareholder, at the beginning of the meeting, objects to holding the meeting or transacting business at it; and (ii) objection to consideration of a matter at the meeting that is not within the purpose or purposes stated in the notice of the meeting, unless the shareholder objects to considering the matter when it is presented.

SECTION 6. FIXING OF RECORD DATE.

(a) The Board of Directors may fix a future date as the record date for determining shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, to take any other action or to receive any "distributions" as defined by the Kentucky Business Corporation Act. A record date shall not be more than seventy (70) days before the meeting or other event for which it is fixed.

(b) A determination of shareholders entitled to notice of, or to vote at, a shareholders' meeting shall be effective for any adjournment of the meeting, unless the Board of Directors fixes a new record date.

(c) The Board of Directors shall fix a new record date if a meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

(d) If not otherwise fixed, the record date for determining shareholders entitled to notice of, and to vote at, an annual or special meeting of shareholders shall be the day before the first notice of the meeting is delivered to shareholders.

SECTION 7. SHAREHOLDERS' LIST FOR MEETING.

(a) After fixing a record date for a meeting, the Corporation' s officers or agents having charge of its shareholder records shall prepare a list of the names of all shareholders who are entitled to notice of the meeting. The list shall be arranged by voting group, and show the address of and number of shares held by each shareholder.

(b) The shareholders' list shall be available for inspection by any shareholder beginning at least five (5) business days before the meeting, and continuing through the meeting. The list may be inspected during the period available at the Corporation' s principal office, or at any place in the city where the meeting will be held, and identified for such purpose in the notice of the meeting. The list may also be inspected during the meeting and any adjournment of it.

SECTION 8. QUORUM.

(a) Shareholders may take action on a matter (other than adjournment) at a meeting, only if a quorum of shares entitled to vote on the matter exists. A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If voting by separate voting groups on a matter is required, then action by a voting group may be taken only if a quorum of shares of that voting group exists.

(b) Once a share is represented for any purpose at a meeting, it shall be deemed present for quorum purposes for the remainder of the meeting and any adjournment of it, unless a new record date is or must be set for the adjourned meeting.

(c) If a quorum does not exist at a meeting, a majority of the shares present and entitled to vote may adjourn the meeting up to one hundred twenty (120) days without further notice other than announcement at the meeting of the date, time and place of the adjourned meeting. If a quorum exists at such an adjournment, any business may be transacted which might have been transacted at the original meeting. If a new record date must be fixed because the adjournment is for more than one hundred twenty (120) days, or is fixed for any other reason, then notice of the adjourned meeting shall be given to shareholders as of the new record date.

SECTION 9. VOTING.

(a) Except as otherwise expressly provided by law, each outstanding share, regardless of class, shall be entitled to one (1) vote on each matter submitted to a vote at a shareholders' meeting.

(b) If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group in favor of the action exceed those opposing the action, unless a greater number of affirmative votes is required by the Articles of Incorporation or applicable law. If the Articles of Incorporation or applicable law provide for voting by a single voting group on a matter, action on that matter is taken when voted upon by that voting group as provided in this Section 9 or by law. If the Articles of Incorporation or applicable law provides for voting by two (2) or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately as provided in this Section 9 or by law.

(c) Directors shall be elected by cumulative voting of shareholders entitled to vote. Shareholders shall be entitled to multiply the number of votes they are entitled to cast by the number of directors for whom they are entitled to vote, and cast the product for a single candidate, or distribute the product among two (2) or more candidates.

SECTION 10. PROXIES.

(a) A shareholder may vote his or her shares in person or by proxy.

(b) A shareholder may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by his or her attorney-in fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. An appointment is valid for eleven (11) months., unless a longer period is expressly provided in the appointment form. An appointment of a proxy is revocable by the shareholder, unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. An irrevocable appointment is revocable when the interest with which it is coupled is extinguished, but the revocation shall not be effective until the Secretary has received written notice of the revocation.

(c) The death or incapacity of the shareholder appointing a proxy does not affect the right of the Corporation to accept the proxy' s authority, unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment.

(d) Subject to any express limitation on the proxy' s authority appearing on the face of the appointment form and other limitations provided by law, the Corporation is entitled to accept the proxy' s vote or other action as that of the shareholder making the appointment.

SECTION 11. VOTING OF SHARES BY CERTAIN HOLDERS.

(a) Shares standing in the name of another corporation, to the extent entitled to be voted, may be voted either by the President of such corporation, or by proxy appointed by him or her, unless the Board of Directors of such corporation authorizes another person to vote such shares. Any person authorized to vote shares of another corporation shall not be required to produce a copy of the resolution of the board of directors of such corporation authorizing him or her to vote such shares, unless requested to do so by the Secretary or agent of this Corporation responsible for tabulating votes.

(b) Shares held by an administrator, executor, guardian or conservator may be voted by him or her, either in person or by proxy, without a transfer of such shares into his or her name. Shares standing in the name of a trustee may be voted by him or her, either in person or by proxy, but only upon a transfer of such shares into his or her name.

(c) Shares held jointly by three (3) or more fiduciaries shall be voted in the manner determined by the majority of the fiduciaries, unless the instrument or order appointing the fiduciaries or applicable law otherwise directs.

(d) Shares standing in the name of a receiver may be voted by the receiver, and shares held by or under the control of a receiver may be voted by the receiver, without the transfer of them into his or her name, if authority to do so is contained in an appropriate order of the court by which the receiver was appointed.

(e) A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, at which time the pledgee shall be entitled to vote the shares so transferred.

SECTION 12. ACTION BY SHAREHOLDERS WITHOUT A MEETING.

(a) Any action required or permitted to be taken at a meeting of the shareholders may be taken, without a meeting, and without prior notice, if the action is taken by all of the shareholders entitled to vote on such action. The action shall be evidenced by one or more written consents describing the action taken, signed by all of the shareholders entitled to vote on the action, and delivered to the

Corporation for insertion in the minutes or filing with the corporate records. Action taken without a meeting in this manner shall be effective when consents representing the votes necessary to take the action are delivered to the Corporation, unless a different date is specified in the consent.

(b) Any shareholder giving a consent may revoke it in a writing received by the Corporation prior to the time consents representing votes sufficient to take the action have been delivered to the Corporation.

(c) Shares held jointly by three (3) or more fiduciaries shall be voted in the mariner determined by the majority of the fiduciaries, unless the instrument or order appointing the fiduciaries or applicable law otherwise directs.

(d) Shares standing in the name of a receiver may be voted by the receiver, and shares held by or under the control of a receiver may be voted by the receiver, without the transfer of them into his or her name, if authority to do so is contained in an appropriate order of the court by which the receiver was appointed.

(e) A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, at which time the pledgee shall be entitled to vote the shares so transferred.

SECTION 12. ACTION BY SHAREHOLDERS WITHOUT A MEETING.

(a) Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting, and without prior notice, if the action is taken by all of the shareholders entitled to vote on such action. The action shall be evidenced by one or more written consents describing the action taken., signed by all of the shareholders entitled to vote on the action, and delivered to the Corporation for insertion in the minutes or filing with the corporate records. Action taken without a meeting in this manner shall be effective when consents representing the votes necessary to take the action are delivered to the Corporation, unless a different date is specified in the consent.

(b) Any shareholder giving a consent may revoke it in a writing received by the Corporation prior to the time consents representing votes sufficient to take the action have been delivered to the Corporation.

(c) Prompt notice of the taking of any action by shareholders without a meeting by less than unanimous consent (if allowed by the Articles of Incorporation) shall be given to those shareholders entitled to vote who did not deliver a written consent.

(d) If applicable law requires the giving of notice of proposed action to nonvoting shareholders, and the action will be taken by consent without a meeting, the Corporation shall give nonvoting shareholders and voting shareholders whose consent is not solicited at least ten (10) days notice before the

action is taken. The notice shall contain or be accompanied by the same material that applicable law would have required to be sent to nonvoting shareholders in a notice of a meeting at which the proposed action would have been submitted to shareholders.

ARTICLE III – DIRECTORS

SECTION 1. GENERAL POWERS.

All corporate powers shall be exercised by or under authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors.

SECTION 2. NUMBER, TENURE AND QUAUFICATIONS.

The number of directors of the Corporation is one, but may be increased or decreased from time to time by amendment to these Bylaws, but no change in the number of directors shall have the effect of shortening the term of any incumbent director, nor shall any increase or decrease change by more than thirty percent (30%) the number of directors last approved by the shareholders. Each director shall hold office until the next annual meeting of shareholders and until his or her successor shall have been elected and qualified. Directors need not be residents of Kentucky nor shareholders of the Corporation.

SECTION 3. REGULAR MEETINGS.

A regular meeting of the Board of Directors shall be held without other notice immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the Commonwealth of Kentucky, for the holding of additional regular meetings, without other notice other than such resolution and without notice of the purpose of the meeting.

SECTION 4. SPECIAL MEETINGS.

Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board, President or any director. The person or persons authorized to call. special meetings of the Board of Directors may fix any place, either within or without the Commonwealth of Kentucky, as the place for holding any special meeting of the Board of Directors called by them.

SECTION 5. NOTICE.

(a) Notice of the date, time and place (but not necessarily the purpose) of any special meeting shall be given at least two (2) days prior to the meeting. Notice of a special meeting shall be in writing, unless oral notice is reasonable under the circumstances. Notice may be communicated in any manner allowed by law.

(b) Any director may waive notice of any meeting before or after the time stated in the notice. Except as provided below or by law, a waiver shall be in writing, signed by the director and filed with the minutes of the meeting or in the corporate records. A director' s attendance at, or participation in, a meeting shall constitute a waiver of notice of such meeting, unless the director, at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or to the transaction of any business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

(c) Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of the meeting.

SECTION 6. QUORUM.

A majority of the Board of Directors fixed by or in the manner prescribed in Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a quorum is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 7. MANNER OF ACTING.

The affirmative vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the Articles of Incorporation require the vote of a greater number of directors.

SECTION 8. ACTION WITHOUT A MEETING.

Any action required or permitted to be taken by the Board of Directors, or by a committee thereof, at a meeting may be taken without a meeting if the action is taken by all members of the Board of Directors or committee. The action shall be evidenced by one (1) or more written consents setting forth the action taken and signed by all of the directors, or by all of the members of the committee, as the case may be. Such consent shall be effective when the last director signs it, unless a different effective date is specified in the consent, shall have the same effect as a unanimous vote at a meeting and shall be included in the minutes or filed with the corporate records.

SECTION 9. VACANCIES.

Any vacancy occurring in the Board of Directors, if not filled by the shareholders, may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any vacancy on the Board of Directors to be filled by reason of an increase in the number of directors may be filled by the Board of Directors, but the term of office of the new director shall continue only until the next election of directors by the shareholders. A vacancy that will occur at a specific later date (such as by resignation) may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

SECTION 10. COMPENSATION.

The Board of Directors may fix the compensation of directors. Each director may be paid the expenses, if any, of attendance at each meeting of the Board of Directors or any committee of the Board, and may be paid a fixed sum for attendance at each such meeting. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation for doing so.

SECTION 11. EXECUTIVE AND OTHER COMMITTEES.

The Board of Directors, by resolution adopted by a majority of the entire Board, may create an executive committee and one (1) or more other committees, and appoint members of the Board of Directors to serve on them. Each committee shall have two (2) or more members, who shall serve at the pleasure of the Board. To the extent specified by the Board of Directors, each committee may authorize distributions; approve or propose to shareholders action required by law to be approved by shareholders; fill vacancies on the Board of Directors or on any committee; amend the Articles of Incorporation; adopt, amend or repeal Bylaws; approve a plan of merger not requiring shareholder approval; authorize or approve reacquisition of shares (except according to a formula or method prescribed by the Board of Directors); authorize or approve the issuance, sale or contract for sale of shares; or determine the

designation and relative rights, preferences and limitations of a class or series of shares (except as authorized to do so within limits specifically prescribed by the Board of Directors).

SECTION 12. RESIGNATION AND REMOVAL OF DIRECTORS.

(a) A director may resign at any time by delivering written notice to the Board of Directors, the Chairman of the Board or the Corporation. Such resignation shall be effective when the notice is delivered, unless the notice specifies a later effective date.

(b) The shareholders may remove one (1) or more directors with or without cause. If a director is elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove him or her. A director may not be

removed if the number of votes sufficient to elect him or her under cumulative voting is voted against his or her removal. A director shall be removed by the shareholders only at a meeting called for the purpose of removing him or her, and the meeting notice shall state that the purpose of the meeting is the removal of a director.

SECTION 13. MEETINGS BY TELEPHONE.

The Board of Directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

SECTION 14. PRESUMPTION OF ASSENT.

A director who is present at a meeting of the Board of Directors when corporate action is taken shall be deemed to have assented to the action taken, unless (i) he objects at the beginning of the meeting, or promptly upon his arrival, to holding it or transacting business at the meeting, (ii) his dissent or abstention from the action taken is entered in the minutes of the meeting or (iii) he delivered written notice of his dissent or abstention to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

ARTICLE IV – OFFICERS

SECTION 1. REQUIRED OFFICERS.

The Corporation shall have a President and a Secretary, and such other officers as may be appointed by the Board of Directors, including, if desired, a Chairman of the Board, a Chief Executive Officer, one (1) or more Vice Presidents, a Treasurer and Assistant Secretaries, who shall perform the duties prescribed by the Board of Directors, or by direction of an officer authorized by resolution of the Board of Directors to prescribe the duties of such other officers.

SECTION 2. ELECTION AND TERM OF OFFICE.

Each officer of the Corporation shall be elected by the Board of Directors, and shall serve at the pleasure of the Board of Directors, and until his or her successor shall have been chosen and qualified, or until his or her earlier death, resignation or removal. The same individual may simultaneously hold more than one (1) office. Election or appointment of an officer shall not of itself create any contractual rights.

SECTION 3. RESIGNATION AND REMOVAL OF OFFICERS.

An officer may resign at any time by delivering notice to the Corporation. A resignation is effective when the notice is delivered, unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the successor does not take office until the effective date. The Board of Directors may remove any officer at any time, with or without cause, and any officer or assistant officer, if appointed by another officer, may likewise be removed by such officer.

SECTION 4. DUTIES AND POWERS.

(a) Chairman of the Board – The Chairman of the Board, if that office is created and filled, shall be the chief executive officer of the Corporation, subject to the control of the Board of Directors. Unless otherwise provided by the Board of Directors, the Chairman of the Board shall preside at all meetings of the Board and shareholders. The office of Chairman of the Board, if any, may be held only

by a director of the Corporation. The Corporation mat also have a Chief Executive Officer, who need not be a director of the Corporation, to serve in that capacity, with responsibility for management and operations of the Corporation, subject to the control of the Board of Directors.

(b) President − The President shall have the responsibility for the general management and supervision of the activities of the Corporation, for ensuring that all orders and resolutions of the Board of Directors are carried into effect, for performing all other duties which are incidental to the office of President and for performing such other duties as the Board of Directors may from time to time prescribe. The President or the Chief Executive Officer, if that office is created and filled, shall have authority to enter into contracts on behalf of the Corporation. In the absence of the Chairman of the Board, and unless otherwise provided by the Board of Directors, the President or the Chief Executive Officer, if that office is created and filled, shall preside at all meetings of the shareholders and the Board of Directors.

(c) Vice President − The Vice President (or if there is more than one (1), the Vice Presidents, in the order determined by the Board of Directors, or if not so determined, in the order of their election) shall have the responsibility for performing the duties and exercising the powers of the President in the absence or disability of the President, and shall have the responsibility for performing such other duties, and shall have such other powers as the Board, the President or the Chief Executive Officer, if that office is created and filled, may from time to time prescribe.

(d) Secretary − The Secretary shall have the responsibility for preparing and maintaining custody of minutes of the directors' and shareholders' meetings, for authenticating records of the Corporation, for issuing proper notices of all meetings, for maintaining the stock records and transfer books, for performing all other duties which are incident to the office of Secretary and for performing such other duties as prescribed by the Board of Directors, the President or the Chief Executive Officer, if that office is created and filled. The Secretary shall have custody of the corporate seal of the Corporation and shall have authority to affix the seal to any instrument requiring it, and when so affixed, it may be attested by the signature of the Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by such officer' s signature. The Secretary may also attest all instruments signed by the President, the Chief Executive Officer, if that office is created and filled, or any Vice President.

(e) Assistant Secretary − An Assistant Secretary may attest all instruments signed by the President, the Chief Executive Officer, if that office is created and filled, or any Vice President. An Assistant Secretary shall have the authority to affix the corporate seal to any instrument requiring it, and when so affixed, it may be attested by the signature of the Assistant Secretary. An Assistant Secretary shall have no authority, express or implied, other than that specified herein.

(f) Treasurer − The Treasurer or Chief Financial Officer, if any, shall have the responsibility for collecting all monies due the Corporation, for maintaining custody of the funds of the Corporation and for placing the funds in such depositories in the name and to the credit of the Corporation as may be approved by the Board of Directors. The Treasurer or Chief Financial Officer, if any, shall disburse the funds of the Corporation as ordered by the Board of Directors, shall keep accurate accounts of all receipts and disbursements and shall render to the President and the Chief Executive Officer, if that office is created and filled (and to the Board of Directors when the Board so requires), an account of all transactions and of the financial condition of the Corporation. The Treasurer or Chief Financial Officer, if any, at the discretion of the Board of Directors, shall furnish a satisfactory bond in such sum as the Board of Directors shall prescribe. The Treasurer or Chief Financial Officer, if any, shall perform such other duties as are incident to the office of Treasurer and as the Board of Directors, the President or any Chief Executive Officer may from time to time prescribe.

SECTION 5. COMPENSATION OF OFFICERS.

The Board of Directors may fix the compensation of officers and provide for reimbursement of their business expenses.

ARTICLE V – CONTRACTS. LOANS, CHECKS AND DEPOSITS

SECTION 1. CONTRACTS.

The Board of Directors may authorize any officer or agent of the Corporation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 2. LOANS.

No loans shall be contracted on behalf of the Corporation, and no evidence of indebtedness shall be issued in its name, unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances. Loans to directors shall be approved as required by applicable law.

SECTION 3. CHECKS, DRAFTS, ETC.

All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officers or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. DEPOSITS.

All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI – SHARES AND THEIR. TRANSFER

SECTION 1. ISSUANCE OF SHARES.

Any issuance of shares of the Corporation' s capital stock must be authorized by the Board of Directors. Shares may be issued for consideration consisting only of an equivalent in money paid, labor done or property actually received and applied to the purposes for which the Corporation was created. Neither labor nor property shall be received in consideration for the issuance of shares at a greater value than the market price or fair value at the time such labor was done or property delivered. Any unauthorized issuance of shares shall be void. A determination by the Board of Directors that the consideration received or to be received for shares to be issued is adequate is conclusive insofar as the adequacy of consideration for the issuance of such shares relates to whether the shares are validly issued, fully paid and nonassessable. Shares issued pursuant to subscriptions entered into before incorporation of the Corporation are fully paid and nonassessable when the Corporation receives the consideration specified in the subscription agreement. In all other cases, issued shares are fully paid and nonassessable when the Board of Directors has made a determination of the adequacy of the consideration, and the Corporation has received that consideration.

SECTION 2. LIABILITY FOR SHARES ISSUED BEFORE PAYMENT.

A purchaser of shares from the Corporation is not liable to the Corporation or its creditors with respect to the shares, except to pay the consideration for which the shares were authorized to be issued as provided above or specified in a pre-incorporation subscription agreement.

SECTION 3. CERTIFICATES EVIDENCING SHARES.

Shares may, but need not, be represented by certificates. If represented by certificates, each certificate shall, at a minimum, state on its face: (i) the name of the Corporation and that it is organized under the laws of the Commonwealth of Kentucky; (ii) the name of the person to whom issued and (iii.) the number and class of shares and the designation of the series, if any, that the certificate represents. If the Corporation is authorized to issue different classes of shares or different series within a class, the designations, relative rights, preferences and limitations applicable to each class, and the variations and rights, preferences and limitations determined for each series (and the authority of the Board of Directors to determine variations for future series) shall be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder this information on request in writing and without charge. Each share certificate shall be signed either manually or by facsimile by two (2) officers of the Corporation, one of whom shall be the Chairman of the Board, the President, the Chief Executive Officer or a Vice President, and the other one of whom shall be the Secretary, an Assistant Secretary, or Treasurer. Share certificates may bear the corporate seal or its facsimile.

SECTION 4. SHARES WITHOUT CERTIFICATES.

The Board of Directors may authorize the issue of some or all of the shares of any or all classes or series without certificates. Within a reasonable time after the issue or transfer of shares without certificates, the Corporation shall send the shareholder a written statement of the information required to be on certificates by Section 3 of this Article VI and any other information required by law.

SECTION 5. LOST CERTIFICATES.

The Board of Directors may direct a new share certificate to be issued in place of any certificate previously issued by the Corporation and alleged to have been lost or destroyed. When authorizing issue of a new certificate, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate. or his or her legal representative, to submit an affidavit certifying the loss or destruction and the owner' s ownership of the certificate. The Board may also require the owner or legal representative to furnish a bond as security against loss by reason of, or to indemnify the Corporation against, any claim that may be made against the Corporation with respect to the lost or destroyed certificate.

SECTION 6. SHAREHOLDERS OF RECORD.

The Corporation shall be entitled to recognize the exclusive right of a person or entity shown by the records of the Corporation to be the owner of shares of its outstanding capital stock, to vote such shares, to receive dividends and notices and to exercise all the rights and powers of an owner; and the Corporation shall not be bound to recognize any equitable or other claim or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

SECTION 7. DISTRIBUTIONS TO SHAREHOLDERS.

The Board of Directors may authorize, and the Corporation may make distributions to its shareholders, subject to restrictions in the Articles of Incorporation, the limitations in this Section 7 and the limitations of applicable law. If the Board of Directors does not fix the record date for determining shareholders entitled to a distribution, other than one involving a purchase, redemption or other acquisition of shares, it shall be the date the Board of Directors authorizes the distribution. No distribution shall be made if, after giving it effect: (a) the Corporation would not be able to pay its debts as they become due in the usual course of business or (b) the Corporation' s total assets would be less than the sum of its total liabilities plus (unless the Articles of Incorporation permit otherwise) the amount that would be needed, if the Corporation were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of shareholders whose preferential rights are superior to those receiving the distribution. The Board of Directors may

base a determination that a distribution is not prohibited either on financial statements prepared on the basis of accounting practices and principles that are reasonable in the circumstances or on a fair valuation or other method that is reasonable in the circumstances.

SECTION 8. TRANSFER OF SHARES.

Transfer of shares of the Corporation shall be by the holder of record or by his or her attorney-infact or legal representative, who shall furnish proper evidence of authority to transfer the shares. If shares are evidenced by a share certificate, they shall not be transferred and a new certificate for them issued without surrender of the old certificate for cancellation.

ARTICLE VII – INDEMNIFICATION

SECTION 1. DEFINITIONS.

As used in this Article VII, the following terms shall have the meanings set forth below:

(a) The term "director" means an individual who is or was a director of the Corporation, or an individual, while a director of the Corporation, who is or was serving at the Corporation' s request as a

director, officer, partner, trustee, employee or agent of the Corporation or another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. A director shall be considered to be serving an employee benefit plan at the Corporation' s request if his or her duties to the Corporation also impose duties on, or otherwise involve services by him or her to the plan or to participants in or beneficiaries of the plan. The term "director" includes, unless the context requires otherwise, the estate or personal representative of a director.

(b) The term "expenses" include attorneys' fees and disbursements.

(c) The term "liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan) or reasonable expenses incurred with respect to a proceeding.

(d) The term "official capacity" means: (i) when used with respect to a director, the office of director in a corporation; and (ii) when used with respect to an individual other than a member of the Board of Directors, the office in the Corporation held by the officer, or the employment or agency relationship undertaken by the employee or agent on behalf of the Corporation. The term "official capacity" shall not include service for any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise other than a subsidiary of the Corporation.

(e) The term "party" includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.

(f) The term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal.

SECTION 2. AUTHORITY TO INDEMNIFY.

(a) Except as provided in these Bylaws and by applicable law, the Corporation may indemnify an individual made a party to a proceeding, because he or she is or was a director or acting in an official capacity, against liability incurred in the proceeding if (i) he or she conducted himself or herself in good faith, (ii) he or she reasonably believed (A) in the case of conduct in. his or her official

capacity with the Corporation, that his or her conduct was in its best interest, and (B) in all other cases, that his or her conduct was at least not opposed to its best interest; and (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.

(b) A director' s conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interest of the participants and beneficiaries of the plan shall be conduct that satisfies the requirements of subsection (a)(ii) of this Section 2.

(c) The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not be, of itself, determinative that the director did not meet the standard of conduct described in this section.

(d) The Corporation may not indemnify a director hereunder (i) in connection with a proceeding by or in the right of the Corporation. in which the director was adjudged liable to the Corporation; or (ii) in connection with any other proceeding charging improper personal benefit to him or her, whether or not involving action in his or her official capacity, in which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her.

(e) Indemnification permitted under this Section 2 in connection with a proceeding by or in the right of the Corporation shall be limited to reasonable expenses incurred in connection with the

proceeding.

SECTION 3. MANDATORY INDEMMFICATION.

Unless limited by the Articles of Incorporation, the Corporation shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party, because he or she is or was a director of the Corporation, against reasonable expenses incurred by him or her in connection with the proceeding.

SECTION 4. ADVANCE FOR EXPENSES.

(a) The Corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if (i) the director furnishes the Corporation a written affirmation of his or her good faith belief that he or she has met the standard of conduct required by applicable law; (ii) the director furnishes the Corporation a written undertaking, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under these Bylaws or applicable law.

(b) The undertaking required by subsection (a)(ii) of this Section 4 shall be an unlimited general obligation of the director, but need not be secured, and may be accepted without reference to financial ability to make repayment.

(c) Determinations and authorizations of payments under this Section 4 shall be made in the manner specified in these Bylaws and by applicable law.

SECTION 5. DETERMINATION AND AUTHORIZATION OF INDEMNIFICATION.

(a) The Corporation shall not indemnify a director under these Bylaws unless authorized in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because he or she has met the standard of conduct set forth in these Bylaws or by applicable law.

(b) The determination shall be made (i) by the Board of Directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding, (ii) if a quorum cannot be obtained, by majority vote of a committee duly designated by the Board of Directors (in which designation directors who are parties may participate), consisting solely of two (2) or more directors not at the time parties to the proceeding, (iii) by special legal counsel (A) selected by the Board of Directors or its committee, or (B) if a quorum of the Board of Directors cannot be obtained and a committee cannot be designated, selected by majority vote of the full Board of Directors (in which selection directors who are parties may participate); or (iv) by the shareholders, but shares owned by or voted under the control of directors who are at the time parties to the proceeding shall not be voted on the determination.

(c) Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled to select such counsel.

SECTION 6. INDEMNIFICATION OF OFFICERS, EMPLOYEES AND AGENTS.

Unless the Corporation' s Articles of Incorporation provide otherwise:

(a) An officer of the Corporation who is not a director shall be entitled to mandatory indemnification under Section 3 above to the same extent as a director.

(b) The Corporation may indemnify and advance expenses to an officer, employee or agent of the Corporation who is not a director to the same extent as to a director.

(c) The Corporation may also indemnify and advance expenses to an officer, employee or agent who is not a director to the extent, consistent with public policy, that may be provided in the Articles of Incorporation, these Bylaws, general or specific action of the Board of Directors or by contract.

SECTION 7. INSURANCE.

The Corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee or agent of the Corporation or who, while a director, officer, employee or agent of the Corporation, is or was serving at the request of the Corporation as a director officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against liability asserted against or incurred by him or her in that capacity, or arising from his or her status as a director, officer, employee, or agent, whether or not the Corporation would have power to indemnify him or her against the same liability under Sections 2 or 3 of this Article VII.

SECTION 8. APPLICATION AND NOTICE.

(a) The indemnification and advancement of expenses provided by or granted pursuant to these Bylaws shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any other Bylaws, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

(b) These Bylaws shall not limit the Corporation' s power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness at a proceeding at a time when he or she has not been made a named defendant or responded to the proceeding.

(c) If the Corporation indemnifies or advances expenses to a director or officer under these Bylaws in connection with a proceeding by or in the right of the Corporation, the Corporation shall report the indemnification or advance in writing to the shareholders with or before the notice of the next shareholders' meeting.

ARTICLE VIII – MISCELLANEOUS

SECTION 1. CORPORATE RECORDS.

The Corporation shall keep as permanent records minutes of all meetings of the shareholders and the Board of Directors, and a record of all actions taken by the shareholders or the Board of Directors without a meeting. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of the shareholders, in a form that permits preparation of a list of their names and addresses, showing the number (and class and series, if any) of the shares held by each. The Corporation shall keep a copy of such other records as may be required by law.

SECTION 2. FINANCIAL STATEMENTS TO SHAEHQLDERS.

If requested in writing by any shareholder, the Corporation shall mail to such shareholder the Corporation' s most recent financial statements showing in reasonable detail its assets and liabilities, and the results of operations.

SECTION 4. CORPORATE SEAL.

The Board of Directors may provide a corporate seal which shall be circular in form and shall have inscribed on it the name of the corporation, the state of incorporation, and the words "Corporate Seal."

ARTICLE X – AMENDMENT OF BYLAWS

The Board of Directors may amend or repeal the Bylaws, except to the extent that the Articles of Incorporation or applicable law reserves this power exclusively to the shareholders. The Corporation' s shareholders may amend or repeal the Bylaws even though the Bylaws also may be amended or repealed by the Board of Directors.

Exhibit 3.15

CERTIFICATE OF FORMATION

OF

MAGNUM HUNTER MARKETING, LLC

THE UNDERSIGNED, an authorized person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

1. The name of the limited liability company is Magnum Hunter Marketing, LLC (the "Company").

2. The address of the registered office and the name of the registered agent of the Company for service of process at such address, as required to be maintained by § 18-104 of the Delaware Limited Liability Company Act, are as follows:

Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, New Castle County, Delaware 19808

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 9 day of September, 2011.

/s/ Paul M. Johnston
Paul Johnston, Authorized Person

Exhibit 3.16

LIMITED LIABILITY COMPANY AGREEMENT
OF
MAGNUM HUNTER MARKETING, LLC
A DELAWARE LIMITED LIABILITY COMPANY

Magnum Hunter Midstream, LLC a Delaware corporation (the "Member") hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq. (the "Act"), and hereby declares the following to be the Limited Liability Company Agreement of such limited liability company:

1. Name. The name of the limited liability company formed hereby (the "Company") is Magnum Hunter Marketing, LLC.

2. Purpose and Powers. The purpose of the Company is to engage in any activity for which limited liability companies may be organized in the State of Delaware. The Company shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

3. Certificates; Term; Existence. Paul Johnston, as an "authorized person" within the meaning of the Act, has executed, delivered and filed the Certificate of Formation of the Company with the Office of the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation of the Company with the Office of the Secretary of State of the State of Delaware, his powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any other jurisdiction in which the Company may wish to conduct business. The term of the Company commenced on the date hereof, being the date the Certificate of Formation of the Company was filed with the Office of the Secretary of State of the State of Delaware, and the term of the Company shall continue until the dissolution of the Company pursuant to Section 17 hereof. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate of Formation of the Company pursuant to the Act and this Agreement.

4. Registered Office. The registered office of the Company in the State of Delaware is located at 2711 Centerville Road, Suite 400 Wilmington, New Castle County, Delaware 19808.

5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware are Corporation Service Company, 2711 Centerville Road, Suite 400 Wilmington, New Castle County, Delaware 19808.

6. Admission of Member. Simultaneously with the execution and delivery of this Agreement, Magnum Hunter Midstream, LLC is hereby admitted to the Company as the sole

member of the Company in respect of the Interest (as hereinafter defined) being acquired hereunder.

7. Interest. The Company shall be authorized to issue a single class of Limited Liability Company Interest (as defined in the Act, the "Interest") that shall not be certificated, and shall include any and all benefits to which the holder of such Interest may be entitled in this Agreement, together with all obligations of such person to comply with the terms and provisions of this Agreement.

8. Capital Subscriptions. The Member may contribute additional cash or other property to the Company as it shall decide, from time to time.

9. Tax Characterization and Returns. Until such time as the Company shall have more than one member, it is the intention of the Member that the Company be disregarded for federal and all relevant state tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes. All provisions of the Company' s Certificate of Formation and this Agreement are to be construed so as to preserve that tax status. The Member is hereby authorized to file any necessary elections with any tax authorities and shall be required to file any necessary tax returns on behalf of the Company with any such tax authorities.

10. Management. The management of the Company shall be vested solely in the Member, who shall have all powers to control and manage the business and affairs of the Company and may exercise all powers of the Company. All instruments, contracts, agreements and documents shall be valid and binding on the Company if executed by the Member.

11. Officers.

(a) Officers. The officers of the Company shall be appointed by the Member and shall consist of at least a president and a secretary. Two or more offices may be held by the same person. The initial officers of the Company appointed by the Member are set forth on Exhibit A attached hereto.

(b) Additional Officers. The Member may also appoint a chief executive officer, a treasurer, and one or more vice presidents, assistant secretaries and assistant treasurers. The Member may appoint such other officers and assistant officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall have such authority and exercise such powers and perform such duties as shall be expressly set forth herein or as shall otherwise be determined from time to time by the Member by resolution not inconsistent with this Agreement.

(c) Compensation. The salaries of all officers and agents of the Company shall be fixed by the Member. The Member shall have the power to enter into contracts for the employment and compensation of officers for such terms as the Member deems advisable.

(d) Term; Removal; Vacancies. The officers of the Company shall hold office until their successors are elected or appointed and qualify, or until their death or until their resignation or removal from office. Any officer elected or appointed by the

Member may be removed at any time by the Member, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any vacancy occurring in any office of the Company by death, resignation, removal or otherwise shall be filled by the Member.

(e) Chief Executive Officer. The chief executive officer, if one is elected or appointed, shall be the chief executive officer of the Company and shall have general and active management of the business of the Company and shall see that all orders and resolutions of the Member, as applicable, are carried into effect. The chief executive officer shall preside at all meetings of the Members.

(f) President. The president shall assist the chief executive officer in seeing that all orders and resolutions of the Member, as applicable, are carried into effect and shall have such other duties and such other powers as the Member may from time to time prescribe or as the chief executive officer may from time to time delegate.

(g) Vice Presidents. The vice presidents in the order of their seniority, unless otherwise determined by the Member, shall, in the absence or disability of the president, perform the duties and have the authority and exercise the powers of the president. They shall perform such other duties and have such other authority and powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(h) Secretary. The secretary shall attend all meetings of the Member and record all of the proceedings of the meetings of the Member and resolutions of the Member, as applicable, in a record book to be kept for that purpose. The secretary shall give, or cause to be given, notice of all meetings of the Member, and shall perform such other duties as may be prescribed by the Member, chief executive officer or president, under whose supervision he or she shall be. The secretary shall keep in safe custody the seal of the Company (if any) and, when authorized by the Member, shall affix the same to any instrument requiring it and, when so affixed, it shall be attested by his or her signature or by the signature of an assistant secretary or of the treasurer. The secretary shall perform such other duties and have such other powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(i) Assistant Secretaries. The assistant secretaries, if elected or appointed, in the order of their seniority, unless otherwise determined by the Member, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary. They shall perform such other duties and have such other powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(j) Treasurer. The treasurer, if one is elected or appointed, shall have custody of the Company funds and securities and shall keep full and accurate accounts and records of receipts, disbursements and other transactions in books belonging to the

Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated from time to time by the Member. The treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render the chief executive officer, president and Member, at their regular meetings, or when the chief executive officer or president or Member so requires, an account of all his or her transactions as treasurer and of the financial condition of the Company. If required by the Member, the treasurer shall give the Company a bond of such type, character and amount as the Member may require.

Assistant Treasurers. The assistant treasurers, if elected or appointed, in the order of their seniority, unless otherwise determined by the Managing Member, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. They shall perform such other duties and have such other powers as the Managing Member may from time to time prescribe or the chief executive officer or president may from time to time delegate.

12. Distributions. At such time as the Member shall determine, the Member shall cause the Company to distribute any cash held by it that is neither reasonably necessary for the operation of the Company nor otherwise in violation of Sections 18-607 or 18-804 of the Act.

13. Assignments. The Member may assign all or any part of its Interest in the sole discretion of the Member. Any transferee of all or any portion of an Interest shall automatically be deemed admitted to the Company as a substituted Member in respect of the Interest or such portion thereof transferred by the transferring Member and the transferring Member shall be deemed withdrawn in respect of such Interest or portion thereof.

14. Withdrawal. The Member may withdraw from the Company at any time. Upon any such permitted withdrawal, the withdrawing Member shall receive the fair value of its Interest, determined as of the date it ceases to be a member of the Company.

15. Additional Members. No additional persons may be admitted as members of the Company except upon an assignment by the Member of all or any part of its Interest.

16. Compensation. The Member shall not receive compensation for services rendered to the Company.

17. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Member, or (b) an event of dissolution of the Company under the Act; provided, however, that within ninety (90) days following any event terminating the continued membership of the Member, if the Personal Representative (as defined in the Act) of the Member agrees in writing to continue the Company and to admit itself or some other person as a member of the Company effective as of the date of the occurrence of the event that terminated the continued membership of the Member, then the Company shall not be dissolved and its affairs shall not be wound up.

18. Distributions upon Dissolution. Upon the dissolution of the Company pursuant to Section 17 hereof, the Company shall continue solely for the purposes of winding up its affairs in

an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member, and the Member shall not take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company' s business and affairs; provided that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Member until such time as the property of the Company has been distributed pursuant to this Section 18 and the Certificate of Formation of the Company has been cancelled pursuant to the Act and this Agreement. The Member shall be responsible for overseeing the winding up and dissolution of the Company. Upon the dissolution of the Company pursuant to Section 17 hereof, the Member shall take full account of the Company' s liabilities and assets and shall cause the assets or the proceeds from the sale thereof, to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by law, to the Member, after paying or making reasonable provision for all of the Company' s creditors to the extent required by Section 18-804 of the Act.

19. Certificate of Cancellation. Upon completion of the winding up and liquidation of the Company in accordance with Section 18 hereof, the Member shall promptly cause to be executed and filed a Certificate of Cancellation in accordance with the Act and the laws of any other jurisdictions in which the Member deems such filing necessary or advisable

20. Limited Liability. The Member shall have no liability for the obligations of the Company except to the extent required by the Act.

21. Amendment. This Agreement may be amended only in a writing signed by the Member.

22. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

23. Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

24. Consent to Jurisdiction Provision. The Member hereby (i) irrevocably submits to the non-exclusive jurisdiction of any Delaware State court or Federal court sitting in Wilmington, Delaware in any action arising out of this Agreement, and (ii) consents to the service of process by mail. Nothing herein shall affect the right of any party to serve legal process in any manner permitted by law or affect its right to bring any action in any other court.

25. Relationship between the Agreement and the Act. Regardless of whether any provision of this Agreement specifically refers to particular Default Rules, (a) if any provision of

this Agreement conflicts with a Default Rule, the provision of this Agreement controls and the Default Rule is modified or negated accordingly, and (b) if it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default Rule is modified or negated accordingly. For purposes of this Section 25, "Default Rule" shall mean a rule stated in the Act that applies except to the extent it is negated or modified through the provisions of a limited liability company' s Certificate of Formation or limited liability company agreement.

IN WITNESS WHEREOF, the undersigned has caused this Limited Liability Company Agreement to be executed as of the 9 day of September, 2011.

MAGNUM HUNTER MIDSTREAM, LLC
a Delaware corporation

By: /s/ Paul M. Johnston
Name: Paul M. Johnston
Title: Secretary

Exhibit A

Initial Officers

Gary C. Evans	President
Ronald D. Ormand	Executive Vice President
Donald L. Kirkendall	Senior Vice President
Dan McCormick	Senior Vice President
Darren Espey	Vice President
Victor Ponce de Leon	Vice President
Paul M. Johnston	Secretary

David Lipp Assistant Secretary

DISTRIBUTION AGREEMENT

This Distribution Agreement (this "Agreement"), dated as of November , 2012 (the "Effective Date"), is by and among Magnum Hunter Midstream, LLC, a Delaware limited liability company ("Midstream"), and Magnum Hunter Resources Corporation, a Delaware corporation ("Magnum Hunter").

Preliminary Statements:

A. Midstream is the sole member of Magnum Hunter Marketing, LLC, a Delaware limited liability company ("Marketing").

B. Magnum Hunter is the sole member of Midstream.

C. Magnum Hunter and certain of its affiliates desire to effect a reorganization of the ownership of Marketing consistent with the terms and provisions hereof.

In consideration of the foregoing premises and the mutual covenants and agreements contained in this Agreement, the parties hereto, intending to be legally bound, agree as set forth below.

Agreements:

1. As of the Effective Date, the following transfer shall occur: Midstream hereby distributes 100% of its limited liability company interest in Marketing to Magnum Hunter.

2. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereby may execute this Agreement by signing any such counterpart.

[Remainder of page intentionally left blank.]

The parties have executed this Agreement to be effective as of the Effective Date.

MAGNUM HUNTER MIDSTREAM, LLC

By: /s/ Paul M. Johnston
Name: Paul Johnston
Title: Vice President and Secretary

MAGNUM HUNTER RESOURCES CORPORATION

By: /s/ Paul M. Johnston

Name: Paul Johnston

Title: Senior Vice President and General Counsel

[Signature Page to Distribution Agreement]

Exhibit 3.17

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "MAGNUM HUNTER RESOURCES GP, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE SECOND DAY OF SEPTEMBER, A.D. 2008, AT 5:01 O' CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "MAGNUM HUNTER RESOURCES GP, LLC".

4587811 8100H

120534237
You may verify this certificate online at corp.delaware.gov/authver.shtml

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9559904

DATE: 05-09-12

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:14 PM 09/02/2008
FILED 05:01 PM 09/02/2008
SRV 080919621 - 4587811 FILE

CERTIFICATE OF FORMATION

OF

MAGNUM HUNTER RESOURCES GP, LLC

The undersigned, acting as an authorized person of a limited liability company under the Delaware Limited Liability Company Act, hereby adopts the following Certificate of Formation for such limited liability company:

1. The name of the limited liability company is Magnum Hunter Resources GP, LLC.

2. The address of its registered office in the State of Delaware is 615 South DuPont Highway, Dover, Delaware 19901. The name of its registered agent at such address is Capitol Services, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on September 2, 2008.

/s/ Jesse N. Bomer

Authorized Person

Exhibit 3.18

LIMITED LIABILITY COMPANY AGREEMENT

OF

MAGNUM HUNTER RESOURCES GP, LLC

Dated Effective as of: September 2, 2008

LIMITED LIABILITY COMPANY AGREEMENT
OF
MAGNUM HUNTER RESOURCES GP, LLC

This Limited Liability Company Agreement of Magnum Hunter Resources GP, LLC, a Delaware limited liability company (the "Company"), effective as of September 2, 2008, having been adopted by the sole Manager of the Company, is hereby adopted, executed and agreed to, for good and valuable consideration, by Investment Hunter, LLC, a Delaware limited liability company, as the sole initial member of the Company (the "Sole Member").

ARTICLE I
DEFINITIONS

The following definitions shall for all purposes, unless otherwise clearly indicated to the contrary, apply to the terms used in this Agreement.

"*Act*" means the Delaware Limited Liability Company Act, as amended from time to time, and any successor to such act.

"*Additional Members*" has the meaning set forth in Section 3.1.

"*Certificate of Formation*" means the Certificate of Formation filed with the Secretary of State of the State of Delaware as described in Section 2.1, as amended or restated from time to time.

"*Company*" has the meaning set forth in the first paragraph of this Agreement.

"*DGCL*" means the Delaware General Corporation Law of the State of Delaware, as amended from time to time, and any successor to such law.

"*Manager*" means the initial Manager as set forth in Section 5.4 and any person or entity elected as a successor thereto in accordance with this Agreement.

"*Members*" has the meaning set forth in Section 3.1.

"*Membership Interests*" has the meaning set forth in Section 4.1.

"*Sole Member*" has the meaning set forth in the first paragraph of this Agreement.

ARTICLE II
ORGANIZATIONAL MATTERS

Section 2.1 **Formation; Purpose**. The Company has been organized as a Delaware limited liability company by the filing of Certificate of Formation pursuant to the Act, with the Secretary of State of Delaware on September 2, 2008. The Company was formed for the purpose of transacting any lawful business for which limited liability companies may be organized under

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the laws of the State of Delaware. Except as expressly provided herein to the contrary, all activities of the Company shall be governed by the Act.

Section 2.2 **Name**. The name of the Company shall be, and the business of the Company shall be conducted under the name of "Magnum Hunter Resources GP, LLC".

Section 2.3 **Principal Office; Registered Office**.

(a) The principal office of the Company shall be at 1046 Texan Trail, Grapevine, Texas, 76051 or such other place as the Managers may from time to time designate. The Company may maintain offices at such other places as the Managers deem advisable.

(b) The address of the Company' s registered office in the State of Delaware shall be that of the initial registered office named in the Certificate of Formation or such other office as the Managers may designate from time to time in accordance with the Delaware Act. The registered agent for service of process shall be the initial registered agent named in the Certificate of Formation or such other person or persons as the Managers may designate from time to time in accordance with the Delaware Act.

ARTICLE III
MEMBERS

Section 3.1 **Admission of Additional Members**. Additional persons or entities may be admitted as Members of the Company ("Additional Members" or collectively with the Sole Member, the "Members") only with the consent of the Managers. Any such admission also must comply with the provisions of this Agreement, and is effective only after the Additional Member has executed and delivered to the Managers an executed counterpart of this Agreement, such Additional Member' s initial capital contribution along with such Additional Member' s notice address, its tax identification number, and such other documents, instruments or representations and warranties as the Managers shall reasonably request.

Section 3.2 **Liability to Third Parties**. No Member shall be liable for the debts, obligations or liabilities of the Company, including under a judgment decree or order of a court.

ARTICLE IV
CAPITAL CONTRIBUTIONS; MEMBERSHIP INTERESTS; ALLOCATIONS

Section 4.1 **Initial Contributions; Membership Interests**. Contemporaneously with the execution by the Sole Member of this Agreement, such Sole Member shall contribute $1000 in cash as an initial capital contribution to the Company. Until the admission of Additional Members pursuant to the terms of this Agreement, such Sole Member, in exchange for its initial capital

contribution, shall own 100% of the membership interests (the "Membership Interests") of the Company. No Member shall be required to make any additional capital contributions to the Company.

Section 4.2 **No Certificates**. The Membership Interests held by the Members shall not be certificated.

Section 4.3 **Distributions/Allocations; Capital Accounts**. So long as the Sole Member holds one hundred percent (100%) of the Membership Interests of the Company, all losses, if any, shall be allocated to the Sole Member' s positive capital account balance. If any Additional Members shall be admitted at a later date pursuant to the terms of this Agreement, any losses, accruing after the date of admission of such Additional Members, shall be allocated to the Sole Member and such Additional Members in the ratio of their respective positive capital account balances (including allocation of liabilities). All net income will be allocated in accordance with the Sole Member' s, and, if applicable, the Additional Members' , applicable Membership Interest at the time of allocation. Upon dissolution or liquidation of the Company, all cash or property of the Company shall be distributed to the Sole Member or, if there are Additional Members, pro rata in accordance with the Sole Member' s and the Additional Members' respective positive capital account balances taking all operations to the date of liquidation/distribution into account. Except as otherwise provided herein, capital accounts of the Sole Member, or, if applicable, the Additional Members, shall be maintained consistent with the provisions of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder and shall be based upon the Sole Member' s, and, if applicable, such Additional Members' , Membership Interest.

ARTICLE V MANAGERS

Section 5.1 **Management by Managers**. Managers may be elected or removed only in accordance with the terms of Section 5.5 below. Except where inconsistent with the Certificate of Formation, this Agreement or by nonwaivable provisions of applicable law, (i) the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Managers or a sole Manager; and (ii) the Managers, or a sole Manager, may make any decisions and take any actions for the Company not otherwise provided for in this Agreement, including, without limitation, the following:

(a) entering into, making and performing contracts, agreements and other undertakings binding the Company that may be necessary, appropriate or advisable in furtherance of the purposes of the Company and making all decisions and waivers thereunder;

(b) opening and maintaining bank and investment accounts and arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements;

(c) maintaining the assets of the Company in good order;

(d) collecting sums due the Company;

(e) to the extent that funds of the Company are available therefor, paying debts and obligations of the Company;

(f) acquiring, utilizing for Company purposes, and disposing of any asset of the Company;

(g) borrowing money or otherwise committing the credit of the Company for Company activities and voluntary prepayments or extensions of debt;

(h) selecting, removing and changing the authority and responsibility of lawyers, accountants and other advisers and consultants;

(i) obtaining insurance for the Company;

(j) determining distributions of Company cash and other property;

(k) creating additional classes of Membership Interests of the Company and issuing such newly-created Membership Interests to third parties; and;

(1) engaging in such further acts or activities as the Managers shall deem appropriate, provided such acts or actions are allowed by the Act.

Section 5.2 Actions by Managers; Delegation of Authority and Duties.

(a) In managing the business and affairs of the Company and exercising its powers, the Managers, or a sole Manager, shall act (A) collectively through meetings and written consents pursuant to Sections 5.6 and 5.8; and (B) through officers to whom authority and duties have been delegated pursuant to Section 5.11.

(b) Any person dealing with the Company, other than the Sole Member and, if applicable, the Additional Members, may rely on the authority of any Manager or officer in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Agreement.

Section 5.3 Number; Election; Term of Office; Vacancies. Upon the execution and delivery of this Agreement, until amended by further resolution of the Managers or Members, the number of Managers shall be set at one (1). Each Manager shall be elected by the Sole Member and shall hold office until his or her successor shall have been duly elected and qualified or until his or her earlier death, resignation or removal in accordance with Section 5.5 hereof. The number of Managers of the Company may be increased or decreased by resolution of the Managers or the Members; provided, however, a reduction in the number of Managers shall not serve to shorten the term of any Manager elected by the Members of the Company. In the event a vacancy occurs due to the death, removal, retirement or resignation of a Manager or an increase in the number of Managers, the remaining Managers or a sole Manager may appoint a replacement Manager to serve until the next meeting of Members. Unless otherwise provided in the Certificate of Formation, Managers need not be Members or residents of the State of Delaware.

Section 5.4 Initial Manager. Upon execution of this Agreement, the initial Manager of the Company shall be Investment Hunter, LLC.

Section 5.5 Removal. Any Manager may be removed by vote of the Sole Member and Additional Members, if any, holding at least two-thirds (2/3rds) of the Membership Interests of the Company outstanding at the time of such removal.

Section 5.6 Meetings.

(a) Unless otherwise required by law or provided in the Certificate of Formation or this Agreement, a majority of the total number of Managers fixed by, or determined in the manner provided in, the Certificate of Formation or this Agreement shall constitute a quorum for the transaction of business of the Managers, and the act of at least a majority of the Managers present at a meeting at which a quorum is present shall be the act of the Managers. A Manager who is present at a meeting of the Managers at which action on any Company matter is taken shall be presumed to have assented to the action unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof or shall deliver such dissent to the Company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Manager who voted in favor of such action.

(b) Meetings of the Managers may be held at such place or places as shall be determined from time to time by resolution of the Managers. At all meetings of the Managers, business shall be transacted in such order as shall from time to time be determined by resolution of the Managers. Attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(c) In connection with any meeting of Members at which Managers are elected, the Managers may, if a quorum is present, hold its first meeting for the transaction of business immediately after and at the same place as such meeting of the Members. Notice of such meeting at such time and place shall not be required.

(d) Meetings of the Managers may be called by any Manager on at least twenty-four (24) hours notice to every other Manager. Such notice need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law or provided for by the Certificate of Formation or this Agreement.

Section 5.7 Approval or Ratification of Acts or Contracts by Members. The Managers in their discretion may submit any act or contract for approval or ratification at any meeting of the Members called for the purpose of considering any such act or contract, or, alternatively the Managers may be required by law to submit an act or contract to the Members for their approval; in either situation any act or contract that shall be approved or be ratified by a majority in interest of the Members of the Company shall be as valid and as binding upon the Company and upon all the Members as if it shall have been approved or ratified by every Member of the Company.

Section 5.8 Action by Written Consent or Telephone Conference. Any action permitted or required by the Act, the DGCL, to the extent applicable, the Certificate of Formation or this Agreement to be taken at a meeting of the Managers or any committee designated by the Managers may be taken without a meeting and without notice, if a consent in writing, setting forth the action to be taken, is signed by all the Managers or members of such committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of the State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Managers or any such committee, as the case may be. Subject to the requirements of the Act, the DGCL, the Certificate of Formation or this Agreement for notice of meetings, unless otherwise restricted by the Certificate of Formation, Managers or members of any committee designated by the Managers may participate in and hold a meeting of the Managers or any committee of Managers, as the case may be, by means of a telephone conference or similar communications equipment by means of which all persons participating in such meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 5.9 **No Compensation**. No person is entitled to receive any compensation for services as officers or Managers of the Company.

Section 5.10 **Conflicts of Interest**. Subject to the other express provisions of this Agreement, each Manager, Member or officer of the Company, at any time and from time to time, may engage in and possess interests in other business ventures of any and every type and description, independently or with others with no obligation to offer to the Company or to any other Member, Manager or officer the right to participate therein, provided that, in each case, participation in such ventures does not detract from such individual' s performance for the Company and such ventures are not in competition with the Company. The Company may transact business with any Manager, Member, officer or affiliate thereof, provided the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

Section 5.11 **Officers**.

(a) The Managers may, but shall not be required to, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, a Member or a Manager. Any officers so designated shall have such authority and perform such duties as the Managers may, from time to time, delegate to them. The Managers may assign titles to particular officers. Unless the Managers decide otherwise, if the title is one commonly used for officers of a business corporation formed under the DGCL, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office, subject to (i) any specific delegation of authority and duties made to such officer by the Managers pursuant to this Section or (ii) any delegation of authority and duties made to one or more Managers pursuant to Section 5.2(a). Each officer shall hold office until his or her successor shall be duly designated and shall qualify or until his or

her death or until he or she shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same person.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein or if no time be specified, at the time of its receipt by the Managers. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such, either with or without cause, by the Managers whenever in their judgment the best interests of the Company will be served thereby; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the person so removed. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company (other than Manager) may be filled by the Managers.

ARTICLE VI
RIGHTS OF MEMBERS

Section 6.1 **Meetings of Members**.

(a) A quorum shall be present at a meeting of Members if the holders of a majority-in-interest of all Membership Interests are represented at the meeting in person or by proxy. With respect to any matter other than a matter for which the affirmative vote of the holders of a specified portion of the Membership Interests of the Company is required by this Agreement or the Act, the affirmative vote of the Sole Member and a majority of all Membership Interests held by Additional Members, if any, present at a meeting of Members, either in person or by proxy, at which a quorum is present shall be the act of the Members.

(b) All meetings of the Members shall be held at the principal place of business of the Company or at such other place within or without the State of Delaware as shall be specified or fixed in the notices or waivers of notice thereof; provided that any or all Members may participate in any such meeting by means of telephone conference or similar communications equipment pursuant to Section 6.4.

(c) Notwithstanding the other provisions of the Certificate of Formation or this Agreement, the chairman of the meeting shall have the power to adjourn such meeting from time to time, without any notice other than announcement at the meeting of the time and place of the resumption of the adjourned meeting. If such meeting is adjourned by the Members, such time and place shall be determined by a vote of the holders of a majority-in-interest of all Membership Interests outstanding. Upon the resumption of such adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally called.

(d) Meetings of the Members for any proper purpose or purposes may be called at any time by the Managers or the holders of at least ten percent (10%) of the Membership Interests held by all Members on at least twenty-four (24) hours notice to every Member. If not otherwise stated in or fixed in accordance with the remaining

provisions hereof, the record date for determining Members entitled to call a meeting is the date of the notice of that meeting.

(e) The date on which notice of a meeting of Members is delivered or the date on which the resolution of the Managers declaring a distribution is adopted, as the case may be, shall be the record date for the determination of the Members entitled to notice of or to vote at such meeting, including any adjournment thereof, or the Members entitled to receive such distribution.

(f) The right of Members to cumulative voting in the election of Managers is expressly prohibited.

Section 6.2 Proxies. A Member may vote either in person or by proxy executed in writing by the Member. A photographic, photostatic, facsimile or similar reproduction of a writing executed by the Member shall be treated as an execution in writing for purposes of this Section. Proxies for use at any meeting of Members or in connection with the taking of any action by written consent shall be filed with the Managers before or at the time of the meeting or execution of the written consent, as the case may be. All proxies shall be received and taken charge of and all ballots shall be received and canvassed by the Managers, who shall decide all questions touching upon the qualification of voters, the validity of the proxies, and the acceptance or rejection of votes, unless an inspector or inspectors shall have been appointed by the chairman of the meeting, in which event such inspector or inspectors shall decide all such questions. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest. Should a proxy designate two (2) or more persons to act as proxies, unless that instrument shall provide to the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or, if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, the Company shall not be required to recognize such proxy with respect to such issue if such proxy does not specify how the Membership Interests that are the subject of such proxy are to be voted with respect to such issue.

Section 6.3 Conduct of Meetings. All meetings of the Members shall be presided over by the chairman of the meeting, who shall be a Manager (or representative thereof) designated by a majority of the Managers or a Member elected to preside at such meeting by Members holding a majority of the outstanding Membership Interests in the Company. The chairman of any meeting of Members shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as shall seem to him to be in order.

Section 6.4 Action by Written Consent or Telephone Conference.

(a) Any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or

holders of not less than the minimum Membership Interests that would be necessary to take such action at a meeting at which the holders of all Membership Interests entitled to vote on the action were present and voted. Every written consent shall bear the date of signature of each Member who signs the consent. No written consent shall be effective to take the action that is the subject to the consent unless, within sixty (60) days after the date of the earliest dated consent delivered to the Company in the manner required by this Section, a consent or consents signed by the holder or holders of not less than the minimum Membership Interests that would be necessary to take the action that is the subject of the consent are delivered to the Company by delivery to its registered office, its principal place of business, or the Managers. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Company' s principal place of business shall be addressed to the Managers. A photographic, photostatic, facsimile or similar reproduction of a writing signed by a Member, shall be regarded as signed by the Member for purposes of this Section. Prompt notice of the taking of any action by Members without a meeting by less than unanimous written consent shall be given to those Members who did not consent in writing to the action.

(b) The record date for determining Members entitled to consent to action in writing without a meeting shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Company by delivery to its registered office, its principal place of business, or the Managers. Delivery to the Company' s principal place of business shall be addressed to the Managers.

(c) If any action by Members is taken by written consent, any articles or documents filed with the Secretary of State of Delaware as a result of the taking of the action shall state, in lieu of any statement required by the Act concerning any vote of Members, that written consent has been given in accordance with the provisions of the Act and that any written notice required by the Act has been given.

(d) Members may participate in and hold a meeting by means of telephone conference or similar communications equipment by means of which all persons participating in such meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE VII
DISSOLUTION

The Company' s duration is perpetual and the Company shall dissolve only upon action approved by the Sole Member and Additional Members, if any, holding at least two-thirds (2/3rds) of the Membership Interests of the Company then outstanding or as otherwise provided in the Act.

ARTICLE VIII
TRANSFERS

No Member may assign, transfer or pledge its Membership Interest or any interest therein except with the consent of all the Members of the Company.

ARTICLE IX
MISCELLANEOUS

Section 9.1 **Notices**. Any notice to the Company, the Managers or the Members shall be deemed given if received by it in writing at the principal office of the Company designated pursuant to Section 2.3(a).

Section 9.2 **Entire Agreement**. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 9.3 **Amendments**. Notwithstanding any provision to the contrary contained herein, this Agreement may be amended only with consent of the Sole Member and a majority-in-interest of all Additional Members.

Section 9.4 **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

Section 9.5 **Successors and Assigns**. The terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective successors and assigns.

Section 9.6 **Severability**. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof, or of such provision in other respects, shall not be affected thereby.

Section 9.7 **Applicable Law**. This Agreement is governed by and shall be construed in accordance with the laws of the State of Delaware, excluding (to the extent permitted by law) any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction.

[SIGNATURE PAGE FOLLOWS]

Exhibit 3.19

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "MAGNUM HUNTER RESOURCES, LP" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF LIMITED PARTNERSHIP, FILED THE SECOND DAY OF SEPTEMBER, A.D. 2008, AT 5:02 O' CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED PARTNERSHIP, "MAGNUM HUNTER RESOURCES, LP".

4587813 8100H

120534250
You may verify this certificate online at corp.delaware.gov/authver.shtml

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9559910

DATE: 05-09-12

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:14 PM 09/02/2008
FILED 05:02 PM 09/02/2008
SRV 080919641 - 4587813 FILE

CERTIFICATE OF LIMITED PARTNERSHIP

OF

MAGNUM HUNTER RESOURCES, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, does hereby certify as follows:

1. The name of the limited partnership is Magnum Hunter Resources, LP.

2. The address of its registered office in the State of Delaware is 615 South DuPont Highway, Dover, Delaware 19901. The name of its registered agent at such address is Capitol Services, Inc.

3. The name and mailing address of the sole general partner is as follows:

Magnum Hunter Resources GP, LLC
1046 Texan Trail
Grapevine, Texas 76051

IN WITNESS WHEREOF, the undersigned sole general partner of the limited partnership has executed this Certificate of Limited Partnership of Magnum Hunter Resources, LP as of September 2, 2008.

MAGNUM HUNTER RESOURCES GP, LLC

By: /s/ Gary C. Evans
Gary C. Evans
Manager

Exhibit 3.20

AGREEMENT OF LIMITED PARTNERSHIP

OF

MAGNUM HUNTER RESOURCES, LP

Dated Effective as of: September 2, 2008

AGREEMENT OF LIMITED PARTNERSHIP
OF
MAGNUM HUNTER RESOURCES, LP

This Agreement of Limited Partnership (this "Agreement") of Magnum Hunter Resources, LP, a Delaware limited partnership (the "Partnership"), effective as of September 2, 2008 (the "Effective Date") is entered into by and among Magnum Hunter Resources GP, LLC, a Delaware limited liability company, as General Partner (as defined herein), and Investment Hunter, LLC, a Delaware limited liability company, as Limited Partner (as defined herein).

ARTICLE I
DEFINITIONS

The following definitions shall for all purposes, unless otherwise clearly indicated to the contrary, apply to the terms used in this Agreement.

"*Certificate of Limited Partnership*" means the Certificate of Limited Partnership filed with the Secretary of State of the State of Delaware as described in the first sentence of Section 2.5, as amended or restated from time to time.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Delaware Act*" means the Delaware Revised Uniform Limited Partnership Act, as amended from time to time, and any successor to such act.

"*General Partner*" means Magnum Hunter Resources GP, LLC, a Delaware limited liability company, in its capacity as the general partner of the Partnership, and any successor to Magnum Hunter Resources GP, LLC as general partner.

"*Limited Partner*" means Investment Hunter, LLC, a Delaware limited liability company, acting as a limited partner pursuant to this Agreement, and any other limited partner admitted to the Partnership from time to time.

"*Partner*" means the General Partner or any Limited Partner.

"*Partnership*" has the meaning set forth in the first paragraph of this Agreement and shall include any successor entity thereto.

"*Percentage Interest*" means, with respect to any Partner, the percentage of cash contributed by such Partner to the Partnership as a percentage of all cash contributed by all the Partners to the Partnership.

ARTICLE II
ORGANIZATIONAL MATTERS

Section 2.1 **Formation**. Subject to the provisions of this Agreement, the General Partner and the Limited Partner have formed the Partnership as a limited partnership pursuant to the provisions of the Delaware Act. The General Partner and the Limited Partner hereby enter

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into this Agreement to set forth the rights and obligations of the Partners and certain matters related thereto. Except as expressly provided herein to the contrary, the rights and obligations of the Partners and the administration, dissolution and termination of the Partnership shall be governed by the Delaware Act.

Section 2.2 **Name**. The name of the Partnership shall be, and the business of the Partnership shall be conducted under the name of, "Magnum Hunter Resources, LP".

Section 2.3 **Principal Office; Registered Office**.

(a) The principal office of the Partnership shall be at 1046 Texan Trail, Grapevine, Texas, 76051 or such other place as the General Partner may from time to time designate. The Partnership may maintain offices at such other places as the General Partner deems advisable.

(b) The address of the Partnership' s registered office in the State of Delaware shall be that of the initial registered office named in the Certificate of Limited Partnership or such other office as the General Partner may designate from time to time in accordance with the Delaware Act. The registered agent for service of process shall be the initial registered agent named in the Certificate of Limited Partnership or such other person or persons as the General Partner may designate from time to time in accordance with the Delaware Act.

Section 2.4 **Term**. The Partnership commenced its existence on the effective date of the filing of the Certificate of Limited Partnership and shall continue in existence until it is dissolved and terminated as provided herein.

Section 2.5 **Organizational Certificate**. A Certificate of Limited Partnership of the Partnership was filed by the General Partner with the Secretary of State of the State of Delaware on September 2, 2008, as required by the Delaware Act. The General Partner shall cause to be filed such other certificates or documents as may be required for the formation, operation and qualification of a limited partnership in the State of Delaware and any state in which the Partnership may elect to do business. The General Partner shall thereafter file any necessary amendments to the Certificate of Limited Partnership and any such other certificates and documents and do all things requisite to the maintenance of the Partnership as a limited partnership (or as a partnership in which the Limited Partner has limited liability) under the laws of Delaware and any state or jurisdiction in which the Partnership may elect to do business.

Section 2.6 **Partnership Interests**. Effective as of the date hereof, the General Partner shall have a 2% percent general partner interest and the Limited Partner shall have a 98% percent limited partner interest.

ARTICLE III
PURPOSE

The purpose and business of the Partnership shall be to engage in any lawful activity for which limited partnerships may be organized under the Delaware Act.

ARTICLE IV
CAPITAL CONTRIBUTIONS

Simultaneously herewith, and as consideration for the issuance of Partnership Interests described in Section 2.6, the Limited Partner shall contribute to the Partnership $980 in cash and the General Partner shall contribute to the Partnership $20 in cash.

ARTICLE V
CAPITAL ACCOUNTS; ALLOCATIONS

Section 5.1 **Capital Accounts**. The Partnership shall maintain a capital account for each of the Partners in accordance with the regulations issued pursuant to Section 704 of the Code, and as determined by the General Partner as consistent therewith.

Section 5.2 **Allocations**. For federal income tax purposes, each item of income, gain, loss, deduction and credit of the Partnership shall be allocated among the Partners in accordance with their respective Percentage Interests, except that the General Partner shall have the authority to make such other allocations as are necessary and appropriate to comply with Section 704 of the Code and the regulations issued pursuant thereto.

Section 5.3 **Distributions**. From time to time, but not less often than quarterly, the General Partner shall review the Partnership' s accounts to determine whether distributions are appropriate. The General Partner may make such cash distributions as it, in its sole discretion, may determine without being limited to current or accumulated income or gains from any Partnership funds, including, without limitation, Partnership revenues, capital contributions or borrowed funds; provided, however, that no such distribution shall be made if, after giving effect thereto, the liabilities of the Partnership exceed the fair market value of the assets of the Partnership. In its sole discretion, the General Partner may, subject to the foregoing proviso, also distribute to the Partners other Partnership property, or other securities of the Partnership or other entities. All distributions by the General Partner shall be made in accordance with the Percentage Interests of the Partners.

ARTICLE VI
MANAGEMENT AND OPERATIONS OF BUSINESS

Section 6.1 **Management by General Partner**. Except as otherwise expressly provided in this Agreement, all powers to control and manage the business and affairs of the Partnership shall be vested exclusively in the General Partner; the Limited Partner shall not have any power to control or manage the business and affairs of the Partnership.

Section 6.2 **Reimbursement**. The General Partner shall be reimbursed for all costs, expenses, disbursements and advances incurred or made by the General Partner in connection with the operation of the Partnership or on behalf of the Partnership, including, without limitation, costs of compensation and benefits to managers, and any officers, employees or agents, of the General Partner engaged in managing the business and affairs of, or providing services to, the Partnership.

ARTICLE VII
RIGHTS AND OBLIGATIONS OF LIMITED PARTNER

The Limited Partner shall not have any liability under this Agreement.

ARTICLE VIII
DISSOLUTION AND LIQUIDATION

The Partnership shall dissolve and its affairs shall be wound upon the unanimous agreement of the Partners to dissolve.

ARTICLE IX
AMENDMENT OF PARTNERSHIP AGREEMENT

The General Partner may amend any provision of this Agreement without the consent of the Limited Partner and may execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith.

ARTICLE X
GENERAL PROVISIONS

Section 10.1 **Notices**. Any notice to the Partnership, the General Partner or the Limited Partner shall be deemed given if received by it in writing at the principal office of the Partnership designated pursuant to Section 2.3(a).

Section 10.2 **Entire Agreement**. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 10.3 **Successors and Assigns**. The terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective successors and assigns.

Section 10.4 **Severability**. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof, or of such provision in other respects, shall not be affected thereby.

Section 10.5 **Applicable Law**. This Agreement is governed by and shall be construed in accordance with the laws of the State of Delaware, excluding (to the extent permitted by law) any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction.

[Signature page follows]

AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP

This AMENDMENT (the "Amendment") to Agreement of Limited Partnership of MAGNUM HUNTER RESOURCES, LP, a Delaware limited partnership (the "Company"), effective as of November 19, 2009, is hereby adopted, executed and agreed to, for good and valuable consideration, by MAGNUM HUNTER RESOURCES CORPORATION, a Delaware corporation ("MHR"), the limited partner of the Company and by MAGNUM HUNTER RESOURCES GP, LLC, the General Partner of the Company ("GP").

WHEREAS, pursuant to an Assignment of Membership Interests and Partnership Interest entered into by and between Investment Hunter, LLC, a Delaware limited liability company ("Assignor") and MHR ("Assignee") Assignor assigned to Assignee,

among other things, its limited partnership interest in the Company and all of the rights, benefits, privileges and obligations of the Assignor therein;

WHEREAS, MHR is entering into this Amendment to evidence the substitution of MHR as the limited partner of the Company.

NOW THEREFORE, the undersigned MHR and GP hereby agrees as follows:

1. Defined terms used herein are used with the meaning provided in the Agreement.

2. The Agreement is amended effective as of the date hereof to remove Investment Hunter LLC as limited partner, and to admit MHR as the limited partner of the Company holding a 98% limited partnership interest.

3. Except as amended hereby, the Agreement is ratified and confirmed in all respects.

4. This Amendment is governed by and shall be construed in accordance with the laws of the State of Delaware.

MAGNUM HUNTER RESOURCES CORPORATION,
as Limited Partner

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Executive Vice President and Chief Financial Officer

MAGNUM HUNTER RESOURCES GP, LLC,

By: MAGNUM HUNTER RESOURCES CORPORATION,
its Sole Member

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Executive Vice President and Chief Financial Officer

Exhibit 3.21

Alison Lundergan Grimes
Secretary of State

Certificate

I, Alison Lundergan Grimes, Secretary of State for the Commonwealth of Kentucky, do hereby certify that the foregoing writing has been carefully compared by me with the original thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of

ARTICLES OF ORGANIZATION OF

NGAS GATHERING, LLC FILED JANUARY 7, 2005.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 10th day of May, 2012.

/s/ Alison Lundergan Grimes

Alison Lundergan Grimes
Secretary of State
Commonwealth of Kentucky
emcnulty/0602945 - Certificate ID: 125663

PBlevins
0602945.06 LAOO
Trey Grayson
Secretary of State
Received and Filed
01/07/2005 10:15:30 AM

Fee Receipt: $40.00

Articles of Organization

OF

NGAS GATHERING, LLC

The undersigned hereby forms and organizes a limited liability company pursuant to the Kentucky Limited Liability Company Act and adopts the following Articles of Organization of such limited liability company:

Article I

The name of the limited liability company is:

NGAS Gathering, LLC

Article II

The name and street address of the registered agent is:

Gary M. Smith
c/o NGAS Gathering, LLC
120 Prosperous Place, Suite 201
Lexington, Kentucky 40509

Article III

The mailing address of the initial principal place of business of the limited liability company is:

120 Prosperous Place, Suite 201
Lexington, Kentucky 40509

Article IV

The management of the limited liability company is reserved to the manager(s), to be exercised in accordance with the operating agreement of the limited liability company.

Article V

The duration of the limited liability company shall be perpetual, save and until its dissolution in accordance with the operating agreement of the limited liability company and the Kentucky Limited Liability Company Act.

Article VI

Except as otherwise provided by Kentucky law, no member, manager, agent or employee of the limited liability company shall be personally liable for the debts, obligations, or liabilities of the limited liability company, whether arising in contract, tort or otherwise, or for the acts or omissions of any other member, manager, agent or employee of the limited liability company.

ORGANIZER

/s/ Gary M. Smith
Gary M. Smith

Date: 12-28-04

Instrument prepared by:

/s/ Gary M. Smith
Gary M. Smith
Senior Corporate Counsel
c/o NGAS Gathering, LLC
120 Prosperous Place, Suite 201
Lexington, Kentucky 40509
(859) 263-3948

Consent of Initial Agent for Service of Process to Serve

I, Gary M. Smith, having a principal place of business of c/o NGAS Gathering, LLC, 120 Prosperous Place, Suite 201, Lexington, Kentucky 40509 hereby agree and consent to serve as registered office and agent for service of process of NGAS Gathering, LLC.

/s/ Gary M. Smith
Gary M. Smith
Date: 12-28-04

Exhibit 3.22

OPERATING AGREEMENT OF
NGAS GATHERING, LLC
A KENTUCKY LIMITED LIABILITY COMPANY

This Operating Agreement is adopted as of this 28th day of December 2004 by Daugherty Petroleum, Inc., a Kentucky corporation ("DPI"), as the initial member of **NGAS GATHERING, LLC** (hereinafter referred to as the "Company"). This Operating Agreement shall constitute the binding agreement of DPI and any person that hereafter becomes a member of the Company ("Members") for all purposes permitted to an operating agreement under Kentucky law.

ARTICLE I

FORMATION

Section 1.1. Organization

The Company has been organized by DPI as a limited liability company pursuant to the provisions of the Kentucky Limited Liability Company Act (hereinafter referred to as the "Act").

Section 1.2. Intent

The Company shall always be operated in a manner consistent with its treatment as a "partnership" for federal and state income tax purposes.

Section 1.3. Agreement

The Members shall be bound by the terms and conditions of this Operating Agreement, as it may from time to time be amended according to its terms. To the extent that any provision of the Operating Agreement is prohibited, invalid, or ineffective under the Act, the Operating Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of the Operating Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

Section 1.4. Name of Company

The name of the Company is **NGAS GATHERING, LLC,** and all business of the Company shall be conducted under that name.

Section 1.5. Effective Date of Agreement

The Operating Agreement of this Company shall become effective as of this 28th day of December 2004.

Section 1.6. Term of Company Existence

The term of Company shall be perpetual in accordance with the Act and this Operating Agreement, unless the Company is dissolved and its affairs wound up in accordance with the Act or this Operating Agreement.

Section 1.7. Principal Executive Office of Company

The principal executive office of the Company shall be located 120 Prosperous, Suite 201, Lexington, Fayette County, KY 40509 or such other location as the Members shall determine from time to time.

Section 1.8. Registered Agent and Registered Office of Company

The registered agent for service of process and the registered office of the Company shall be as follows: Gary M. Smith, 120 Prosperous, Suite 201, Lexington, Fayette County, KY 40509. The Members of the Company, may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State for the Commonwealth of Kentucky.

Section 1.9. Other Company Offices

The Company may have other offices at such places within and without the Commonwealth of Kentucky as the Members of the Company may determine from time to time.

Section 1.10. Company Business

The primary object and purpose of the Company shall be to own and operate natural gas gathering systems and related assets and businesses an to transact all lawful business for which limited liability companies may be formed under the laws of the State of Kentucky.

Section 1.11. Members

The name and address of the initial Member of this Company is as follows:

Name	Address
Daugherty Petroleum, Inc.	120 Prosperous, Suite 201, Lexington, KY 40509

ARTICLE II

MANAGEMENT OF COMPANY

Section 2.1. Management Vested in the Managing Member

The ordinary and day-to-day decisions concerning the business affairs of the Company shall be made by DPI as managing member of the Company (hereinafter sometimes referred to as the "Managing Member" or "Manager").

Section 2.2. Terms in Office of Managing Members

The Managing Member shall serve as the managing member of the Company until the earliest of the following events:

(i) the disassociation from the Company of the Managing Member,

(ii) the removal of the resignation of the Managing Member as provided for in this Operating Agreement

Section 2.3. Binding Authority of Managing Member

The Managing Member shall have the sole and exclusive authority to bind the Company and to do all things necessary or convenient to carry out the business and affairs of the Company, including, but not limited to the following actions:

(i) the entering into contracts and guaranties; incurring of liabilities; borrowing money, issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any of its property or income;

(ii) the purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with property, wherever located;

(iii) the sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of property;

(iv) the lending of money, investment and reinvestment of Company funds, and receipt and holding of property as security for repayment, including the loaning of money to Company;

(v) the appointment of employees and agents of the Company and the establishment of their compensation;

(vi) the payment of compensation, or additional compensation to any or all Members, and employees on account of services previously rendered to the Company, whether or not an agreement to pay such compensation was made before such services were rendered;

(vii) the participation in partnership agreements, joint ventures, or other associations of any kind with any person(s) or entities; and

(viii) the indemnification of the Member or any other person.

Section 2.4. Compensation of the Member

The Managing Member shall be reimbursed for any and all reasonable expenses incurred in managing the Company and may be entitled to compensation for acting as the Managing Member of the Company, in an amount to be determined from time to time by the Managing Member.

Section 2.5. Resignation or Removal of the Managing Member

The sole Managing Member may resign but may not be removed as such unless by operation of law.

ARTICLE III

RIGHTS AND DUTIES OF MEMBERS

Section 3.1. Limitation of Liability

A Member' s liability for debts and obligations of the Company shall be limited as set forth in Section 275.150 of the Kentucky Limited Liability Company Act and other applicable law.

Section 3.2. Lists of Members

The Managing Member shall keep a list showing the names, last known addresses and Interests of the each Member.

Section 3.3. Member' s Management Rights

Each Member shall be entitled to vote, in proportion to its membership interest in the Company, on any matter submitted to vote of the Members, which shall be determined by a majority-in-interest of the Members; provided that. the following actions shall also require the consent of the Managing Member:

(i) the sale of all or substantially all assets of the Company;

(ii) a mortgage or encumbrance upon all or substantially all assets of the Company;

(iii) disposal of the goodwill of the Company;

(iv) submission of a claim of the Company to arbitration;

(v) confession of a judgment;

(vi) commission of any act which would make it impossible for the Company to carry on its ordinary course of business;

(vii) amendment of this Operating Agreement;

(viii) amendment of the Articles of Organization to change the management of the Company from manager to members; and

(ix) the continuation of the Company after an event causing dissolution.

Section 3.4. Company Books

The Managing Member shall maintain and preserve at the Company' s registered office, during the term of the Company, all accounts, books, and other relevant Company documents, including, but not limited to, a copy of the Articles of Organization initially filed with the Secretary of State for the Commonwealth of Kentucky, copies of this Operating Agreement, together with any supplements, modifications, or amendments thereto, any prior operating agreements no longer in effect, written agreements by a Member to make a capital contribution to the Company, copies of the Company' s federal, state, and local income tax returns and reports and copies of all financial statements. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect such Company documents at the Member' s expense.

Section 3.5. Priority and Return of Capital

No Member shall have priority over any other Member, with respect to the return of capital contributions or to profits, losses, or distributions; provided that this Section *3.5* shall not apply to loans which a Member has made to the Company.

ARTICLE IV

CONTRIBUTIONS TO CAPITAL AND CAPITAL ACCOUNTS

Section 4.1. Initial Capital Contributions

Each Member shall make a capital contribution to the Company in the amount determined by the Managing Member. No interest shall be paid on any capital contribution.

Section 4.2. Capital Accounts

A separate capital account shall be maintained for each Member in accordance with the applicable provisions of the Treasury Regulations under the Internal Revenue Code (the "Code"): The capital accounts shall be adjusted as set forth herein.

(a) Each Member' s capital account shall be increased by (1) such Member' s capital contributions, (2) such Member' s distributive share of profits allocated to such Member in accordance with the provisions of this Agreement, (3) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section *752* of the Code), and (4) allocations to such Member of income described in Section 705(a)(1)(B) of the Code.

(b) Each Member' s capital account shall be debited by (1) the amount of cash distributed to such Member in accordance with this Agreement, (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section *752* of the Code), (3) allocations to such Member of expenditures described in Section 705(a)(2)(B*)* of the Code, and (4) allocations to the account of such Member of Company loss and deduction as set forth in such Regulations, taking into account adjustments to reflect book value.

(c) In the event any interest in this Company is transferred in accordance with the terms of Article VI of this Agreement, the transferee shall succeed to the capital account of the transferor to the extent it relates to the transferred interest in accordance with Section 1.704 -1(b)(2)(iv) of the Treasury Regulations.

(d) In the event the gross asset values of the Company assets are adjusted pursuant to this Agreement or any amendments thereto, the capital accounts of all Members shall be adjusted simultaneously to reflect the aggregate net adjustments, as if this Company had recognized gain or loss equal to the amount of such aggregate net adjustment and the resulting gain or loss had been allocated among the Members in accordance with this Agreement.

Section 4.3. Compliance with Section 704(b) of the Code

The foregoing provisions and the other provisions of this Operating Agreement relating to the maintenance of capital accounts are intended to comply with Section 704(b) of the Internal Revenue Code of 1986, as amended and applicable Treasury Regulations promulgated thereunder and shall be interpreted and applied in a manner consistent therewith. If, in the opinion of the Company' s accountants, the manner in which capital accounts are to be maintained pursuant to this Operating Agreement should be modified in order to comply with Section 704(b) of the Code and the Regulations thereunder, then notwithstanding anything to the contrary contained in the preceding provisions of this Article IV, the method in which the capital

accounts are maintained shall be so modified provided, however, that any change in the manner of maintaining capital accounts shall not materially alter the economic agreement between or among the Members.

ARTICLE V

ALLOCATIONS AND DISTRIBUTIONS

Section 5.1. Profits and Losses

Notwithstanding any provision of Article IV to this Agreement to the contrary, each Member shall share in the profits and losses of the Company in accordance with their respective percentage membership interest in the Company.

Section 5.2. Expenses

Notwithstanding any provision in this Agreement to the contrary, all expenses of the Company shall be allocated to the Members in accordance with their respective percentage membership interests in the Company.

Section 5.3. Distributions

Except as provided otherwise in Section 4.2 of this Agreement, all distributions of cash or other property shall be made to the Members in proportion to their percentage of Aircraft on the date of the distribution. All distributions shall be made at such time as is determined by the Managing Member. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to a Member shall be treated as amounts distributed to the Member pursuant to this Section 5.2.

Section 5.4. Limitation Upon Distributions

No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

Section 5.5. Accounting Method

The books and records of account of the Company shall be maintained in accordance with the cash method of accounting.

Section 5.6. Accounting Period

The Company' s accounting period shall be the calendar year.

Section 5.7. Tax Returns and Elections

The Managing Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the company does business. Copies of such returns shall be furnished to the Members within ninety (90) days after the end of the Company' s fiscal year. All elections permitted to be made by the Company under federal or state laws shall be made by the Managing Member.

Section 5.8. Special Allocations

In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation Sections 1.704-1 (b)(2)(ii)(d)(4), 1.704-1 (b)(2)(ii)(d)(5), or 1.704-1 (b)(2)(ii)(d)(6), which creates or increases a deficit capital account

for that Member, the items of Company income and gain shall be specially credited to such Member' s capital account in an amount and a manner sufficient to eliminate, as quickly as possible, and to the extent required by the applicable Treasury Regulations, the deficit balances in the Member' s capital account so created. Any special allocations of items of income or gain provided for under this subsection shall be taken into account in computing subsequent allocation of profits pursuant to this Article V, so that the net amount of any items so allocated and the profits, losses or other items allocated to each Member pursuant to this Article shall, to the extent possible, be equal to the net amount that would have been allocated to each Member pursuant to this Article as if such unexpected adjustments, allocations, or distributions had, in fact, not occurred.

ARTICLE VI

TRANSFERABILITY OF MEMBER INTERESTS

Section 6.1. Restrictions on Transferability of Interests

No Member shall have any right to sell, transfer, or assign an interest in the Company without the written consent and approval of all of the Managing Member. The purchaser, transferee, or assignee of an interest in the Company shall not become a Member of the Company except as provided for in Section 6.2 hereof.

Section 6.2. Additional Members

The Manager may admit additional Members on such terms and conditions as it determines, provided that an additional Member must acknowledge its adoption of this Operating Agreement, as in effect at the time of admission, and agree to be bound thereby.

ARTICLE VII

DISSOLUTION, TERMINATION AND WINDING UP OF THE COMPANY

Section 7.1. Events Causing Dissolution

The Company shall be dissolved upon the happening of the first to occur of the following:

(a) The expiration of the term set forth in the Articles of Organization of the Company and this Agreement

(b) Any order of a court of competent jurisdiction requiring dissolution;

(c) The unanimous written consent of all Members entitled to vote to dissolve the Company;

(d) Any event that terminates the continued membership of a Member in the Company, including:

(i) death of any Member

(ii) retirement of any Member,

(iii) resignation of any Member,

(iv) to the extent that Members may be expelled pursuant to the Articles of Organization or any member control agreement, expulsion of any Member and

(v) bankruptcy and/or dissolution of any Member, or

(e) a merger or exchange in which the Company is not the surviving or acquiring company.

Section 7.2. Continued Existence for Purposes of Winding Up

The Company shall continue to exist after the happening of any of the events set forth in Section 7.1 of this Article solely for the purpose of winding up its affairs in accordance with the Act.

Section 7.3. Procedure upon Liquidation

Upon the dissolution of the Company, the Managing Member shall liquidate the assets of the Company and apply the proceeds of liquidation in the order of priority provided in Section 7.4 hereof. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of its liabilities to minimize losses that might otherwise occur in connection with the liquidation. Upon liquidation and winding up of the Company, unsold Company property shall be valued to determine the gain or loss that would have resulted if the property were sold, and the capital accounts of the Members that have been maintained in accordance with this Operating Agreement shall be adjusted to reflect the manner in which the gain or loss would have been allocated if the property had been sold at its assigned values. Upon completion of the liquidation of the Company and distribution of the proceeds, the Managing Member shall file articles of dissolution with the Secretary of State' s Office in and for the Commonwealth of Kentucky.

Section 7.4. Proceeds of Liquidation

The proceeds from the liquidation of the assets of the Company, the proceeds from the collection of the receivables of the Company, and the assets distributed in kind shall all be distributed in the following order of priority:

(a) first, to payment of debts and liabilities of the Company which are properly due and owing;

(b) second, to the settling up of reserves to disburse the reserves in payment of contingent liabilities or obligations of the Company, and, at the expiration of the reserve period, the balance of the reserves, if any, shall be distributed as liquidating proceeds received at the end of the reserve period, and

(c) third, subject to the provisions of Section 4.2.d. hereinabove to and in accordance with the Members in proportion to and to the extent of the balances of their Capital Accounts.

All distributions pursuant to clause (c) shall be made no later than the end of the Company' s fiscal year during which the liquidation of the Company occurs (or, if late, within ninety (90) days after the date of the liquidation.

Section 7.5. Continuation

Notwithstanding any provisions in Section 7.1, 7.2, 7.3 or 7.4 to the contrary, the Company shall not be dissolved if the remaining Members consent to the continuance of the Company within 90 day of the occurrence of an event set forth in Section 7.1 above.

ARTICLE VIII

ADDITIONAL PROVISIONS

Section 8.1. Complete Agreement

This Operating Agreement and the Articles of Organization of the Company constitute the complete and exclusive statement of agreement among the Members with respect to the subject matter hereof. This Operating Agreement and the Articles of Organization supersede all prior written and oral statements or agreements and no representation, statement, or condition or warranty not contained in this Operating Agreement or the Articles of Organization shall be binding on the Members or have any force or effect whatsoever.

Section 8.2. Governing Law

This Agreement and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the laws of the Commonwealth of Kentucky.

Section 8.3. Terms

Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require. Any reference to the tax code or other statutes or laws will include all provisions concerned. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Operating Agreement.

Section 8.5. Severability

Every provision of this Operating Agreement is intended to be severable. if any term or provision is illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this Operating Agreement.

Section 8.6. Amendments

This Agreement may be amended or modified from time to time only by a written instrument adopted by the Managing Member and approved and executed by all Members of the Company.

Section 8.7. Heirs, Successors and Assigns

Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors, and assigns.

Section 8.8. Execution of Additional Instruments

Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules, or regulations in connection with the business and affairs of the Company.

Section 8.9. Waiver

The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 8.10. Rights and Remedies Cumulative

The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other tights the parties may have by law, statute, ordinance, or otherwise.

ADOPTED, this 28th day of December 2004.

AMENDMENT TO OPERATING AGREEMENT
OF
NGAS GATHERING, LLC

This Amendment dated as of June 10, 2008 (this "Amendment") to the Operating Agreement (the "Agreement") of NGAS Gathering, LLC, a Kentucky limited liability company (the "Company"), dated as of December 28, 2004, is entered into by and among the Company and DAUGHERTY PETROLEUM, INC., a Kentucky corporation (the "Member or the "Managing Member"). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

WHEREAS, the Member organized the Company by filing the Company' s Articles of Organization on January 7, 2005, with the Secretary of State of Kentucky, and adopted the Agreement effective as of December 28, 2004;

NOW THEREFORE, pursuant to Section 8.5 of the Agreement, the Member hereby adopts the following Amendment and agrees as follows:

I. AMENDMENT. The Agreement is hereby amended, effective as of the date hereof, as follows: Section 8.11. The Agreement is amended to include the following new Section 8.11:

"8.11 **Securities.** All membership interests of NGAS Gathering, LLC shall constitute "securities" for purposes of Article 8 and Article 9 of the Uniform Commercial Code as in effect in the State of Kentucky (the "UCC"). Each Member acknowledges and agrees that each membership interest shall constitute a "security" within the meaning of, and governed by, (i) Article 8 of the UCC (including Section 8-102(a)(15) thereof), and (ii) Article 8 of the Uniform Commercial Code of any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on the Uniform State Laws and approved by the American Bar Association on February 14, 1995. Notwithstanding any provision of this Agreement to the contrary, to the extent that any provision of this Agreement is inconsistent with any non-waivable provision of Article 8 of the UCC, such provision of Article 8 of the UCC shall control."

II. MISCELLANEOUS

A. Binding Effect. This Amendment is binding on and inures to the benefit of the Member, the Company, the Managing Member and their respective heirs, legal representatives, successors, and assigns.

B. Governing Law. This Amendment is governed by and shall be construed in accordance with the laws of the Commonwealth of Kentucky (excluding Kentucky' s choice-of-law principles that might call for the application of some other state' s law). In the event of a direct conflict between the provisions of this Amendment and any mandatory, non-waivable provision of the Act, such provision of the Act shall control. If any provision of the Act provides that it may be varied or superseded in a limited liability company agreement (or otherwise by agreement of the members or managers of a limited liability company), such provision shall be deemed superseded and waived in its entirety if this Amendment contains a provision addressing the same issue or subject matter.

C. No Other Amendments; Confirmation. Except as expressly amended, modified and supplemented hereby, the provisions of the Agreement are and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Amendment, in its capacities as the sole Member and the Managing Member of the Company, effective as of the date first set forth above.

SOLE MEMBER AND MANAGING MEMBER:

DAUGHERTY PETROLEUM, INC.,

By: /s/ Michael P. Windisch
Michael P. Windisch,
Chief Financial Officer

Exhibit 3.23

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "NGAS HUNTER, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-SEVENTH DAY OF SEPTEMBER, A.D. 2010, AT 11:39 O' CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "MHR ACQUISITION COMPANY I, LLC" TO "NGAS HUNTER, LLC", FILED THE EIGHTH DAY OF APRIL, A.D. 2011, AT 12:16 O' CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "NGAS HUNTER, LLC".

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

4876985 8100H

AUTHENTICATION: 9560761

120536277

DATE: 05-09-12

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:39 AM 09/27/2010
FILED 11:39 AM 09/27/2010
SRV 100942770 - 4876985 FILE

CERTIFICATE OF FORMATION

OF

MHR ACQUISITION COMPANY I, LLC

THE UNDERSIGNED, an authorized person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

1. The name of the limited liability company is MHR Acquisition Company I, LLC (the "Company").

2. The address of the registered office and the name of the registered agent of the Company for service of process at such address, as required to be maintained by § 18-104 of the Delaware Limited Liability Company Act, are as follows:

Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, New Castle County, Delaware 19808

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 27th day of September, 2010.

/s/ Paul Johnston
Paul Johnston, Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:27 PM 04/08/2011
FILED 12:16 PM 04/08/2011
SRV 110395096 - 4876985 FILE

CERTIFICATE OF AMENDMENT
OF
MHR ACQUISITION COMPANY I, LLC

This Certificate of Amendment of **MHR Acquisition Company I, LLC** a Delaware limited liability company (the "***Company***"), is being duly executed and filed by the undersigned authorized person to amend the Certificate of Formation of the Company pursuant to Section 18-202 of the Delaware Limited Liability Company Act, as amended.

1. The name of the limited liability company is "MHR Acquisition Company I, LLC."

2. Article FIRST of the Certificate of Formation of the Company is hereby amended to read in its entirety as follows:

"The name of the limited liability company is NGAS Hunter, LLC."

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment as of this 7th day of April, 2011.

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Vice President and Treasurer

Exhibit 3.24

LIMITED LIABILITY COMPANY AGREEMENT
OF
MHR ACQUISITION COMPANY I, LLC
A DELAWARE LIMITED LIABILITY COMPANY

Magnum Hunter Resources Corporation, a Delaware corporation (the "Member"), hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq. (the "Act"), and hereby declares the following to be the Limited Liability Company Agreement of such limited liability company:

1. Name. The name of the limited liability company formed hereby (the "Company") is MHR Acquisition Company I, LLC.

2. Purpose and Powers. The purpose of the Company is to engage in any activity for which limited liability companies may be organized in the State of Delaware. The Company shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

3. Certificates; Term; Existence. Paul Johnston, as an "authorized person" within the meaning of the Act, has executed, delivered and filed the Certificate of Formation of the Company with the Office of the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation of the Company with the Office of the Secretary of State of the State of Delaware, his powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any other jurisdiction in which the Company may wish to conduct business. The term of the Company commenced on the date hereof, being the date the Certificate of Formation of the Company was filed with the Office of the Secretary of State of the State of Delaware, and the term of the Company shall continue until the dissolution of the Company pursuant to Section 17 hereof. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate of Formation of the Company pursuant to the Act and this Agreement.

4. Registered Office. The registered office of the Company in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808.

5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808.

6. Admission of Member. Simultaneously with the execution and delivery of this Agreement, Magnum Hunter Resources Corporation is hereby admitted to the Company as the

sole member of the Company in respect of the Interest (as hereinafter defined) being acquired hereunder.

7. Interest. The Company shall be authorized to issue a single class of Limited Liability Company Interest (as defined in the Act, the "Interest") that shall not be certificated, and shall include any and all benefits to which the holder of such Interest may be entitled in this Agreement, together with all obligations of such person to comply with the terms and provisions of this Agreement.

8. Capital Subscriptions. The Member may contribute additional cash or other property to the Company as it shall decide, from time to time.

9. Tax Characterization and Returns. Until such time as the Company shall have more than one member, it is the intention of the Member that the Company be disregarded for federal and all relevant state tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes. All provisions of the Company' s Certificate of Formation and this Agreement are to be construed so as to preserve that tax status. The Member is hereby authorized to file any necessary elections with any tax authorities and shall be required to file any necessary tax returns on behalf of the Company with any such tax authorities.

10. Management. The management of the Company shall be vested solely in the Member, who shall have all powers to control and manage the business and affairs of the Company and may exercise all powers of the Company. All instruments, contracts, agreements and documents shall be valid and binding on the Company if executed by the Member.

11. Officers.

(a) Officers. The officers of the Company shall be appointed by the Member and shall consist of at least a president and a secretary. Two or more offices may be held by the same person. The initial officers of the Company appointed by the Member are set forth on Exhibit A attached hereto.

(b) Additional Officers. The Member may also appoint a chief executive officer, a treasurer, and one or more vice presidents, assistant secretaries and assistant treasurers. The Member may appoint such other officers and assistant officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall have such authority and exercise such powers and perform such duties as shall be expressly set forth herein or as shall otherwise be determined from time to time by the Member by resolution not inconsistent with this Agreement.

(c) Compensation. The salaries of all officers and agents of the Company shall be fixed by the Member. The Member shall have the power to enter into contracts for the employment and compensation of officers for such terms as the Member deems advisable.

(d) Term; Removal; Vacancies. The officers of the Company shall hold office until their successors are elected or appointed and qualify, or until their death or until their resignation or removal from office. Any officer elected or appointed by the

Member may be removed at any time by the Member, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any vacancy occurring in any office of the Company by death, resignation, removal or otherwise shall be filled by the Member.

(e) Chief Executive Officer. The chief executive officer, if one is elected or appointed, shall be the chief executive officer of the Company and shall have general and active management of the business of the Company and shall see that all orders and resolutions of the Member, as applicable, are carried into effect. The chief executive officer shall preside at all meetings of the Member.

(f) President. The president shall assist the chief executive officer in seeing that all orders and resolutions of the Member, as applicable, are carried into effect and shall have such other duties and such other powers as the Member may from time to time prescribe or as the chief executive officer may from time to time delegate.

(g) Vice Presidents. The vice presidents in the order of their seniority, unless otherwise determined by the Member, shall, in the absence or disability of the president, perform the duties and have the authority and exercise the powers of the president. They shall perform such other duties and have such other authority and powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(h) Secretary. The secretary shall attend all meetings of the Member and record all of the proceedings of the meetings of the Member and resolutions of the Member, as applicable, in a record book to be kept for that purpose. The secretary shall give, or cause to be given, notice of all meetings of the Member, and shall perform such other duties as may be prescribed by the Member, chief executive officer or president, under whose supervision he or she shall be. The secretary shall keep in safe custody the seal of the Company (if any) and, when authorized by the Member, shall affix the same to any instrument requiring it and, when so affixed, it shall be attested by his or her signature or by the signature of an assistant secretary or of the treasurer. The secretary shall perform such other duties and have such other powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(i) Assistant Secretaries. The assistant secretaries, if elected or appointed, in the order of their seniority, unless otherwise determined by the Member, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary. They shall perform such other duties and have such other powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(j) Treasurer. The treasurer, if one is elected or appointed, shall have custody of the Company funds and securities and shall keep full and accurate accounts and records of receipts, disbursements and other transactions in books belonging to the

Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated from time to time by the Member. The treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render the chief executive officer, president and Member, at their regular meetings, or when the chief executive officer or president or Member so requires, an account of all his or her transactions as treasurer and of the financial condition of the Company. If required by the Member, the treasurer shall give the Company a bond of such type, character and amount as the Member may require.

Assistant Treasurers. The assistant treasurers, if elected or appointed, in the order of their seniority, unless otherwise determined by the Member, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. They shall perform such other duties and have such other powers as the Member may from time to time prescribe or the chief executive officer or president may from time to time delegate.

12. Distributions. At such time as the Member shall determine, the Member shall cause the Company to distribute any cash held by it that is neither reasonably necessary for the operation of the Company nor otherwise in violation of Sections 18-607 or 18-804 of the Act.

13. Assignments. The Member may assign all or any part of its Interest in the sole discretion of the Member. Any transferee of all or any portion of an Interest shall automatically be deemed admitted to the Company as a substituted Member in respect of the Interest or such portion thereof transferred by the transferring Member and the transferring Member shall be deemed withdrawn in respect of such Interest or portion thereof.

14. Withdrawal. The Member may withdraw from the Company at any time. Upon any such permitted withdrawal, the withdrawing Member shall receive the fair value of its Interest, determined as of the date it ceases to be a member of the Company.

15. Additional Members. No additional persons may be admitted as members of the Company except upon an assignment by the Member of all or any part of its Interest.

16. Compensation. The Member shall not receive compensation for services rendered to the Company.

17. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Member, or (b) an event of dissolution of the Company under the Act; provided, however, that within ninety (90) days following any event terminating the continued membership of the Member, if the Personal Representative (as defined in the Act) of the Member agrees in writing to continue the Company and to admit itself or some other person as a member of the Company effective as of the date of the occurrence of the event that terminated the continued membership of the Member, then the Company shall not be dissolved and its affairs shall not be wound up.

18. Distributions upon Dissolution. Upon the dissolution of the Company pursuant to Section 17 hereof, the Company shall continue solely for the purposes of winding up its affairs in

an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member, and the Member shall not take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company' s business and affairs; provided that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Member until such time as the property of the Company has been distributed pursuant to this Section 18 and the Certificate of Formation of the Company has been cancelled pursuant to the Act and this Agreement. The Member shall be responsible for overseeing the winding up and dissolution of the Company. Upon the dissolution of the Company pursuant to Section 17 hereof, the Member shall take full account of the Company' s liabilities and assets and shall cause the assets or the proceeds from the sale thereof, to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by law, to the Member, after paying or making reasonable provision for all of the Company' s creditors to the extent required by Section 18-804 of the Act.

19. Certificate of Cancellation. Upon completion of the winding up and liquidation of the Company in accordance with Section 18 hereof, the Member shall promptly cause to be executed and filed a Certificate of Cancellation in accordance with the Act and the laws of any other jurisdictions in which the Member deems such filing necessary or advisable

20. Limited Liability. The Member shall have no liability for the obligations of the Company except to the extent required by the Act.

21. Amendment. This Agreement may be amended only in a writing signed by the Member.

22. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

23. Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

24. Consent to Jurisdiction Provision. The Member hereby (i) irrevocably submits to the non-exclusive jurisdiction of any Delaware State court or Federal court sitting in Wilmington, Delaware in any action arising out of this Agreement, and (ii) consents to the service of process by mail. Nothing herein shall affect the right of any party to serve legal process in any manner permitted by law or affect its right to bring any action in any other court.

25. Relationship between the Agreement and the Act. Regardless of whether any provision of this Agreement specifically refers to particular Default Rules, (a) if any provision of

this Agreement conflicts with a Default Rule, the provision of this Agreement controls and the Default Rule is modified or negated accordingly, and (b) if it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default Rule is modified or negated accordingly. For purposes of this Section 25, "Default Rule" shall mean a rule stated in the Act that applies except to the extent it is negated or modified through the provisions of a limited liability company' s Certificate of Formation or limited liability company agreement.

IN WITNESS WHEREOF, the undersigned has caused this Limited Liability Company Agreement to be executed as of the day of September, 2010.

MAGNUM HUNTER RESOURCES CORPORATION
a Delaware corporation

By: /s/ Gary C. Evans
Name: Gary C. Evans
Title: Chairman & CEO

Exhibit A

Initial Officers

Gary C. Evans	President
Ronald D. Ormand	Vice President and Treasurer
Paul Johnston	Secretary

Exhibit 3.25

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "PRC WILLISTON LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE NINTH DAY OF JANUARY, A.D. 2007, AT 3:15 O' CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE THIRD DAY OF JANUARY, A.D. 2011, AT 3:08 O' CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "PRC WILLISTON LLC".

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

4281692 8100H

AUTHENTICATION: 9560767

120536289

DATE: 05-09-12

You may verify this certificate online at corp.delaware.gov/authver.shtml

*State of Del*aware
Secretary of State
Division of Corporations
Delivered 03:25 PM 01/09/2007
FILED 03:15 PM 01/09/2007
SRV 070025692 - 4281692 FILE

CERTIFICATE OF FORMATION

OF

PRC WILLISTON LLC

This Certificate of Formation, dated January 9, 2007, has been duly executed and is filed pursuant to Section 18-201 of the Delaware Limited Liability Company Act (the "Act") to form a limited liability company (the "Company") under the Act.

1. *Name.* The name of the Company is: "PRC Williston LLC".

2. *Registered Office; Registered Agent.* The address of the registered office required to be maintained by Section 18-201 of the Act is:

Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

The name and address of the registered agent for service of process required to be maintained by Section 18-104 of the Act are:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

EXECUTED as of the date written first above.

By: /s/ Sarah K. Morgan
Sarah K. Morgan, Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:19 PM 01/03/2011
FILED 03:08 PM 01/03/2011
SRV 110003428 - 4281692 FILE

STATE OF DELAWARE
CERTIFICATE OF CHANGE OF AGENT
AMENDMENT OF LIMITED LIABILITY COMPANY

The limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is **PRC WILLISTON LLC**

2. The Registered Office of the limited liability company in the State of Delaware is changed to 2711 Centerville Road, Suite 400 (street), in the City of Wilmington. Zip Code 19808. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Corporation Service Company

By: /s/ David Lipp
Authorized Person

Name: David Lipp
Print or Type

Exhibit 3.26

LIMITED LIABILITY COMPANY AGREEMENT
OF
PRC WILLISTON LLC
A Delaware Limited Liability Company

This LIMITED LIABILITY COMPANY AGREEMENT OF PRC WILLISTON LLC (this "Agreement"), dated as of January 9, 2007, is adopted, executed and agreed to by the Sole Member (as defined below).

1. ***Formation.*** PRC Williston LLC (the "Company") has been formed as a Delaware limited liability company under and pursuant to the Delaware Limited Liability Company Act (the "Act").

2. ***Term.*** The Company shall have perpetual existence.

3. ***Purposes.*** The purposes of the Company are to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act.

4. ***Members.*** Petro Resources Corporation, a Delaware corporation (the "Sole Member"), shall be the sole member of the Company.

5. ***Contributions.*** Without creating any rights in favor of any third party, the Sole Member may, from time to time, make contributions of cash or property to the capital of the Company, but shall have no obligation to do so.

6. ***Distributions.*** The Sole Member shall be entitled (a) to receive all distributions (including, without limitation, liquidating distributions) made by the Company, and (b) to enjoy all other rights, benefits and interests in the Company.

7. ***Management.*** The management of the Company shall be exclusively vested in the Sole Member, and the Company shall not have "managers," as that term is used in the Act. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Sole Member.

8. ***Dissolution.*** The Company shall dissolve and its affairs shall be wound up at such time, if any, as the Sole Member may elect. No other event will cause the Company to dissolve.

9. ***Governing Law.*** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

10. ***Amendments.*** This Agreement may be modified, altered, supplemented or amended at any time by a written agreement executed and delivered by the Sole Member.

11. ***Membership Interest.*** The Company elects to treat its membership interest as a "security" for purposes of Article VIII of the Uniform Commercial Code.

IN WITNESS WHEREOF, the undersigned, being the Sole Member of the Company, have caused this Limited Liability Company Agreement to be duly executed as of the 9th day of January 2007.

Sole Member:

PETRO RESOURCES CORPORATION

/s/ Wayne P. Hall

Name: Wayne P. Hall

Title: CEO

Exhibit 3.27

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "TRIAD HUNTER, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTIETH DAY OF OCTOBER, A.D. 2009, AT 1:35 O' CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "TRIAD HUNTER, LLC".

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

4743815 8100H

AUTHENTICATION: 9559924

120534272

DATE: 05-09-12

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:43 PM 10/20/2009
FILED 01:35 PM 10/20/2009
SRV 090948726 - 4743815 FILE

CERTIFICATE OF FORMATION

OF

TRIAD HUNTER, LLC

THE UNDERSIGNED, an authorized person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

1. The name of the limited liability company is Triad Hunter, LLC (the "Company").

2. The address of the registered office and the name of the registered agent of the Company for service of process at such address, as required to be maintained by § 18-104 of the Delaware Limited Liability Company Act, are as follows:

Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, New Castle County, Delaware 19808

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 20th day of October, 2009.

/s/ David E. Morrison

David E. Morrison, Authorized Person

Exhibit 3.28

LIMITED LIABILITY COMPANY AGREEMENT
OF
TRIAD HUNTER, LLC
A DELAWARE LIMITED LIABILITY COMPANY

Magnum Hunter Resources Corporation a Delaware corporation (the "Member") hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq. (the "Act"), and hereby declares the following to be the Limited Liability Company Agreement of such limited liability company:

1. Name. The name of the limited liability company formed hereby (the "Company") is Triad Hunter, LLC.

2. Purpose and Powers. The purpose of the Company is to engage in any activity for which limited liability companies may be organized in the State of Delaware. The Company shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

3. Certificates; Term; Existence. David E. Morrison, as an "authorized person" within the meaning of the Act, has executed, delivered and filed the Certificate of Formation of the Company with the Office of the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation of the Company with the Office of the Secretary of State of the State of Delaware, his powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any other jurisdiction in which the Company may wish to conduct business. The term of the Company commenced on the date hereof, being the date the Certificate of Formation of the Company was filed with the Office of the Secretary of State of the State of Delaware, and the term of the Company shall continue until the dissolution of the Company pursuant to Section 17 hereof. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate of Formation of the Company pursuant to the Act and this Agreement.

4. Registered Office. The registered office of the Company in the State of Delaware is located at 2711 Centerville Road, Suite 400 Wilmington, New Castle County, Delaware 19808.

5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware are Corporation Service Company, 2711 Centerville Road, Suite 400 Wilmington, New Castle County, Delaware 19808.

6. Admission of Member. Simultaneously with the execution and delivery of this Agreement, Magnum Hunter Resources Corporation is hereby admitted to the Company as the

sole member of the Company in respect of the Interest (as hereinafter defined) being acquired hereunder.

7. Interest. The Company shall be authorized to issue a single class of Limited Liability Company Interest (as defined in the Act, the "Interest") that shall not be certificated, and shall include any and all benefits to which the holder of such Interest may be entitled in this Agreement, together with all obligations of such person to comply with the terms and provisions of this Agreement.

8. Capital Subscriptions. The Member may contribute additional cash or other property to the Company as it shall decide, from time to time.

9. Tax Characterization and Returns. Until such time as the Company shall have more than one member, it is the intention of the Member that the Company be disregarded for federal and all relevant state tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes. All provisions of the Company' s Certificate of Formation and this Agreement are to be construed so as to preserve that tax status. The Member is hereby authorized to file any necessary elections with any tax authorities and shall be required to file any necessary tax returns on behalf of the Company with any such tax authorities.

10. Management. The management of the Company shall be vested solely in the Member, who shall have all powers to control and manage the business and affairs of the Company and may exercise all powers of the Company. All instruments, contracts, agreements and documents shall be valid and binding on the Company if executed by the Member.

11. Officers.

(a) Officers. The officers of the Company shall be appointed by the Member and shall consist of at least a president and a secretary. Two or more offices may be held by the same person. The initial officers of the Company appointed by the Member are set forth on Exhibit A attached hereto.

(b) Additional Officers. The Member may also appoint a chief executive officer, a treasurer, and one or more vice presidents, assistant secretaries and assistant treasurers. The Member may appoint such other officers and assistant officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall have such authority and exercise such powers and perform such duties as shall be expressly set forth herein or as shall otherwise be determined from time to time by the Member by resolution not inconsistent with this Agreement.

(c) Compensation. The salaries of all officers and agents of the Company shall be fixed by the Member. The Member shall have the power to enter into contracts for the employment and compensation of officers for such terms as the Member deems advisable.

(d) Term; Removal; Vacancies. The officers of the Company shall hold office until their successors are elected or appointed and qualify, or until their death or until their resignation or removal from office. Any officer elected or appointed by the

Member may be removed at any time by the Member, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any vacancy occurring in any office of the Company by death, resignation, removal or otherwise shall be filled by the Member.

(e) Chief Executive Officer. The chief executive officer, if one is elected or appointed, shall be the chief executive officer of the Company and shall have general and active management of the business of the Company and shall see that all orders and resolutions of the Member, as applicable, are carried into effect. The chief executive officer shall preside at all meetings of the Members.

(f) President. The president shall assist the chief executive officer in seeing that all orders and resolutions of the Member, as applicable, are carried into effect and shall have such other duties and such other powers as the Member may from time to time prescribe or as the chief executive officer may from time to time delegate.

(g) Vice Presidents. The vice presidents in the order of their seniority, unless otherwise determined by the Member, shall, in the absence or disability of the president, perform the duties and have the authority and exercise the powers of the president. They shall perform such other duties and have such other authority and powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(h) Secretary. The secretary shall attend all meetings of the Member and record all of the proceedings of the meetings of the Member and resolutions of the Member, as applicable, in a record book to be kept for that purpose. The secretary shall give, or cause to be given, notice of all meetings of the Member, and shall perform such other duties as may be prescribed by the Member, chief executive officer or president, under whose supervision he or she shall be. The secretary shall keep in safe custody the seal of the Company (if any) and, when authorized by the Member, shall affix the same to any instrument requiring it and, when so affixed, it shall be attested by his or her signature or by the signature of an assistant secretary or of the treasurer. The secretary shall perform such other duties and have such other powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(i) Assistant Secretaries. The assistant secretaries, if elected or appointed, in the order of their seniority, unless otherwise determined by the Member, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary. They shall perform such other duties and have such other powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(j) Treasurer. The treasurer, if one is elected or appointed, shall have custody or the Company funds and securities and shall keep full and accurate accounts and records of receipts, disbursements and other transactions in books belonging to the

Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated from time to time by the Member. The treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render the chief executive officer, president and Member, at their regular meetings, or when the chief executive officer or president or Member so requires, an account of all his or her transactions as treasurer and of the financial condition of the Company. If required by the Member, the treasurer shall give the Company a bond of such type, character and amount as the Member may require.

Assistant Treasurers. The assistant treasurers, if elected or appointed, in the order of their seniority, unless otherwise, determined by the Managing Member, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. They shall perform such other duties and have such other powers as the Managing Member may from time to time prescribe or the chief executive officer or president may from time to time delegate.

12. Distributions. At such time as the Member shall determine, the Member shall cause the Company to distribute any cash held by it that is neither reasonably necessary for the operation of the Company nor otherwise in violation of Sections 18-607 or 18-804 of the Act.

13. Assignments. The Member may assign all or any part of its Interest in the sole discretion of the Member. Any transferee of all or any portion of an Interest shall automatically be deemed admitted to the Company as a substituted Member in respect of the Interest or such portion thereof transferred by the transferring Member and the transferring Member shall be deemed withdrawn in respect of such Interest or portion thereof.

14. Withdrawal. The Member may withdraw from the Company at any time. Upon any such permitted withdrawal, the withdrawing Member shall receive the fair value of its Interest, determined as of the date it ceases to be a member of the Company.

15. Additional Members. No additional persons may be admitted as members of the Company except upon an assignment by the Member of all or any part of its Interest.

16. Compensation. The Member shall not receive compensation for services rendered to the Company.

17. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Member, or (b) an event of dissolution of the Company under the Act; provided, however, that within ninety (90) days following any event terminating the continued membership of the Member, if the Personal Representative (as defined in the Act) of the Member agrees in writing to continue the Company and to admit itself or some other person as a member of the Company effective as of the date of the occurrence of the event that terminated the continued membership of the Member, then the Company shall not be dissolved and its affairs shall not be wound up.

18. Distributions upon Dissolution. Upon the dissolution of the Company pursuant to Section 17 hereof, the Company shall continue solely for the purposes of winding up its affairs in

an orderly manner, liquidating its assets, and, satisfying the claims of its creditors and the Member, and the Member shall not take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company' s business and affairs; provided that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Member until such time as the property of the Company has been distributed pursuant to this Section 18 and the Certificate of Formation of the Company has been cancelled pursuant to the Act and this Agreement. The Member shall be responsible for overseeing the winding up and dissolution of the Company. Upon the dissolution of the Company pursuant to Section 17 hereof, the Member shall take full account of the Company' s liabilities and assets and shall cause the assets or the proceeds from the sale thereof, to the extent sufficient therefor, to he applied and distributed, to the maximum extent permitted by law, to the Member, after paying or making reasonable provision for all of the Company' s creditors to the extent required by Section 18-804 of the Act.

19. Certificate of Cancellation. Upon completion of the winding up and liquidation of the Company in accordance with Section 18 hereof, the Member shall promptly cause to be executed and filed a Certificate of Cancellation in accordance with the Act and the laws of any other jurisdictions in which the Member deems such filing necessary or advisable

20. Limited Liability. The Member shall have no liability for the obligations of the Company except to the extent required by the Act.

21. Amendment. This Agreement may be amended only in a writing signed by the Member.

22. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

23. Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

24. Consent to Jurisdiction Provision. The Member hereby (i) irrevocably submits to the non-exclusive jurisdiction of any Delaware State court or Federal court sitting in Wilmington, Delaware in any action arising out of this Agreement and (ii) consents to the service of process by mail. Nothing herein shall affect the right of any party to serve legal process in any manner permitted by law or affect its right to bring any action in any other court.

25. Relationship between the Agreement and the Act. Regardless of whether any provision of this Agreement specifically refers to particular Default Rules, (a) if any provision of

this Agreement conflicts with a Default Rule, the provision of this Agreement controls and the Default Rule is modified or negated accordingly, and (b) if it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default Rule is modified or negated accordingly. For purposes of this Section 25, "Default Rule" shall mean a rule stated in the Act that applies except to the extent it is negated or modified through the provisions of a limited liability company' s Certificate of Formation or limited liability company agreement.

IN WITNESS WHEREOF, the undersigned has caused this Limited Liability Company Agreement to be executed as of the day of October, 2009.

MAGNUM HUNTER RESOURCES
CORPORATION
a Delaware corporation

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Managing Director

Exhibit A

Initial Officers

Gary C. Evans	President and Treasurer
Ronald D. Ormand	Vice President and Secretary

Exhibit 3.29

CERTIFICATE OF INCORPORATION
OF

VIKING INTERNATIONAL RESOURCES CO., INC.
A STOCK CORPORATION

FIRST: The name of this Corporation is VIKING INTERNATIONAL RESOURCES CO., INC.

SECOND: Its Registered Office in the state of Delaware is to be located at 3422 Old Capitol Trail Suite 700, in the City of Wilmington, County of New Castle Zip Code 1980 8-6192. The Registered Agent in charge thereof is DELAWARE BUSINESS INCORPORATORS, INC., located at same address, as above

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The amount of the total authorized capital stock of this corporation is 3,000 shares of NO par value.

FIFTH: The name and mailing address of the incorporator are as follows:

Name Lori M. Smith

Mailing Address 3422 Old Capitol Trail, Suite 700 Wilmington, DE

Zip Code 19808-6192

SIXTH: The powers of the incorporator are to terminate upon the filing of the certificate of incorporation. The name and mailing address of the person who is to serve as director until the first annual meeting of the shareholders or until their successors are duly elected and qualify is as follows:

Name Ernest M. Nepa

Mailing Address State Rt. #7, North, Evergreen Office Complex, Suite 3 P.O. Box 100, Reno, OH

Zip Code 45773

I, THE UNDERSIGNED, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and (Leave blank, unless you are the incorporator.)

I have accordingly hereunto set my hand this 29th day of April, A.D. 1988.

/s/ Lori M. Smith
Incorporator

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:43 PM 02/16/2011
FILED 12:43 PM 02/16/2011
SRV 110166082 - 2159398 FILE

FIRST AMENDMENT TO
CERTIFICATE OF INCORPORATION OF VIKING INTERNATIONAL RESOURCES CO., INC.,

Viking International Resources Co., Inc., a Delaware corporation (hereinafter the "Corporation"), whose Certificate of Incorporation was filed in the Office of the Secretary of State in the State of Delaware on May 2, 1988.

FIRST: The Board of Directors of the Corporation, by unanimous written consent given in accordance with the provisions of Section 141(f) of the General Corporation Law of the State of Delaware, adopted the following resolution:

RESOLVED, that the Board of Directors hereby declares it advisable and in the best interest of the Corporation to amend the Certificate of Incorporation of this Corporation by striking in its entirety Article FOURTH and substituting in lieu thereof the following:

FOURTH: The total number of shares that this corporation is entitled to issue is thirty thousand {30,000), with no par value, designated "Common Stock". The shares of Common Stock of this corporation may be issued from time to time in two series designated,

respectively, Series A, of which this corporation is authorized to issue three thousand (3,000) shares, and Series B, of which this corporation is authorized to issue twenty-seven thousand (27,000) shares. The rights, preferences, privileges, and restrictions of Series A and Series B shall be equal and identical in all respects except that, unless otherwise provided by law, holders of shares of Series A shall have and possess the exclusive right to notice of shareholders' meetings and the exclusive voting rights and power to vote upon the election of directors and upon other matters, and holders of shares of Series B shall not be entitled to notice of any shareholders' meetings or to vote upon the election of directors or upon any other matters.

Each outstanding share of capital stock held as of the date of filing of this First Amendment to Certificate of Incorporation is hereby automatically converted into one share of Series A Common Stock and nine shares of Series B Common Stock.

SECOND: The First Amendment to Certificate of Incorporation has been consented to and authorized by the holders of one hundred percent (100%) of the issued and outstanding stock entitled to vote by written consent given in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: The undersigned does hereby certify that this First Amendment to Certificate of Incorporation was duly adopted

in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused, this First amendment to Certificate of Incorporation of Viking International Resources Co., Inc. to be signed in its name and on its behalf by its President this 1st day of February 2011.

Viking International Resources Co., Inc.

By: /s/ Thomas Palmer
Thomas Palmer, President

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:15 PM 07/07/2011
FILED 02:15 PM 07/07/2011
SRV 110799621 - 2159398 FILE

SECOND AMENDMENT TO
CERTIFICATE OF INCORPORATION OF VIKING INTERNATIONAL RESOURCES CO., INC.,

Viking International Resources Co., Inc., a Delaware corporation (hereinafter the "Corporation"), whose Certificate of Incorporation was filed in the Office of the Secretary of State in the State of Delaware on May 2, 1988.

FIRST: The Board of Directors of the Corporation, by unanimous written consent given in accordance with the provisions of Section 141(f) of the General Corporation Law of the State of Delaware, adopted the following resolution:

RESOLVED, that the Board of Directors hereby declares it advisable and in the best interest of the Corporation to amend the Certificate of Incorporation of this Corporation by striking in its entirety Article FOURTH and substituting in lieu thereof the following:

FOURTH: The total number of shares that this corporation is entitled to issue is one hundred three thousand (103,000), with no par value, designated "Common Stock". The shares of Common Stock of this corporation may be issued from time to time in two series

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designated, respectively, Series A, of which this corporation is authorized to issue three thousand (3,000) shares, and Series B, of which this corporation is authorized to issue one hundred thousand 100,000 shares. The rights, preferences, privileges, and restrictions of Series A and Series B shall be equal and identical in all respects except that, unless otherwise provided by law, holders of shares of Series A shall have and possess the exclusive right to notice of shareholders' meetings and the exclusive voting rights and power to vote upon the election of directors and upon other matters, and holders of shares of Series B shall not be entitled to notice of any shareholders' meetings or to vote upon the election of directors or upon any other matters.

SECOND: The Second Amendment to Certificate of Incorporation has been consented to and authorized by the holders of one hundred percent (100%) of the issued and outstanding stock entitled to vote by written consent given in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: The undersigned does hereby certify that this Second Amendment to Certificate of Incorporation was duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused, this Second Amendment to Certificate of Incorporation of Viking International Resources Co., Inc. to be signed in its name and on its behalf by its Secretary this 4th day of April 2011.

Viking International Resources Co., Inc.

By: /s/ Ernest M. Nepa
Ernest M. Nepa, Secretary

Exhibit 3.30

BY-LAWS

OF

VIKING INTERNATIONAL RESOURCES CO., INC.

ARTICLE I - OFFICES

The office of the Corporation shall be located in the City and State designated in the Articles of Incorporation. The Corporation may also maintain offices at such other places within or without the United States as the Board of Directors may, from time to time, determine.

ARTICLE II - MEETING OF SHAREHOLDERS

Section 1 - Annual Meetings:

The annual meeting of the shareholders of the Corporation shall be held within five months after the close of the fiscal year of the Corporation, for the purpose of electing directors, and transacting such other business as may properly come before the meeting.

Section 2 - Special Meetings:

Special meetings of the shareholders may be called at any time by the Board of Directors or by the President, and shall be called by the President or the Secretary at the written request of the holders of ten per cent (10%) of the shares then outstanding and entitled to vote thereat, or as otherwise required under the provisions of the Business Corporation Act.

Section 3 - Place of Meetings:

All meetings of shareholders shall be held at the principal office of the Corporation, or at such other places as shall be designated in the notices or waivers of notice of such meetings.

Section 4 - Notice of Meetings:

(a) Except as otherwise provided by Statute, written notice of each meeting of shareholders, whether annual or special, stating the time when and place where it is to be held, shall be served either personally or by mail, not less than ten or more than fifty days before the meeting, upon each shareholder of record entitled to vote at such meeting, and to any other shareholder to whom the giving of notice may be required by law. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called, and shall indicate that it is being issued by, or at the direction of, the person or persons calling the meeting. If, at any meeting, action is proposed to be taken that would, if taken, entitle shareholders to receive payment for their shares pursuant to Statute, the notice of such meeting shall include a statement of that purpose and to that effect. If mailed, such notice shall be directed to each such shareholder at his address, as it appears on the records of the shareholders of the Corporation, unless he shall have previously filed with the Secretary of the Corporation a written request that notices intended for him be mailed to some other address, in which case, it shall be mailed to the address designated in such request.

(b) Notice of any meeting need not be given to any person who may become a shareholder of record after the mailing of such notice and prior to the meeting, or to any shareholder who attends such meeting, in person or by proxy, or to any shareholder who, in person or by proxy, submits a signed waiver of notice either before or after such meeting. Notice of any adjourned meeting of shareholders need not be given, unless otherwise required by statute.

Section 5 - Quorum:

(a) Except as otherwise provided herein, or by statute, or in the Certificate of Incorporation (such Certificate and any amendments thereof being hereinafter collectively referred to as the "Certificate of Incorporation"), at all meetings of shareholders of the Corporation, the presence at the commencement of such meetings in person or by proxy of shareholders holding of record a majority of the total number of shares of the Corporation then issued and outstanding and entitled to vote,

shall be necessary and sufficient to constitute a quorum for the transaction of any business. The withdrawal of any shareholder after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

(b) Despite the absence of a quorum at any annual or special meeting of shareholders, the shareholders, by a majority of the votes cast by the holders of shares entitled to vote thereon, may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted at the meeting as originally called if a quorum had been present.

Section 6 - Voting:

(a) Except as otherwise provided by statute or by the Certificate of Incorporation, any corporate action, other than the election of directors, to be taken by vote of the shareholders, shall be authorized by a majority of votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.

(b) Except as otherwise provided by statute or by the Certificate of Incorporation, at each meeting of shareholders, each holder of record of stock of the Corporation entitled to vote thereat, shall be entitled to one vote for each share of stock registered in his name on the books of the Corporation.

(c) Each shareholder entitled to vote or to express consent or dissent without a meeting, may do so by proxy; provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the shareholder himself, or by his attorney-in-fact thereunto duly authorized in writing. No proxy shall be valid after the expiration of eleven months from the date of its execution, unless the person executing it shall have specified therein the length of time it is to continue in force. Such instrument shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Corporation.

(d) Any resolution in writing, signed by all of the shareholders entitled to vote thereon, shall be and constitute action by such shareholders to the effect therein expressed, with the same force and effect as if the same had been duly passed by unanimous vote at a duly called meeting of shareholders and such resolution so signed shall be inserted in the Minute Book of the Corporation under its proper date.

ARTICLE III - BOARD OF DIRECTORS

Section 1 - Number, Election and Term of Office:

(a) The number of the directors of the Corporation shall be Two (2), unless and until otherwise determined by vote of a majority of the entire Board of Directors. The number of Directors shall not be less than three, unless all of the outstanding shares are owned beneficially and of record by less than three shareholders, in which event the number of directors shall not be less than the number of shareholders permitted by statute.

(b) Except as may otherwise be provided herein or in the Certificate of Incorporation, the members of the Board of Directors of the Corporation, who need not be shareholders, shall be elected by a majority of the votes cast at a meeting of shareholders, by the holders of shares, present in person or by proxy, entitled to vote in the election.

(c) Each director shall hold office until the annual meeting of the shareholders next succeeding his election, and until his successor is elected and qualified, or until his prior death, resignation or removal.

Section 2 - Duties and Powers:

The Board of Directors shall be responsible for the control and management of the affairs, property and interests of the Corporation, and may exercise all powers of the Corporation, except as are in the Certificate of Incorporation or by statute expressly conferred upon or reserved to the shareholders.

Section 3 - Annual and Regular Meetings; Notice:

(a) A regular annual meeting of the Board of Directors shall be held immediately following the annual meeting of the shareholders, at the place of such annual meeting of shareholders.

(b) The Board of Directors, from time to time, may provide by resolution for the holding of other regular meetings of the Board of Directors, and may fix the time and place thereof.

(c) Notice of any regular meeting of the Board of Directors shall not be required to be given and, if given, need not specify the purpose of the meeting; provided, however, that in case the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be given to each director who shall not have been present at the meeting at which such action was taken within the time limited, and in the manner set forth in paragraph (b) Section 4 of this Article III, with respect to special meetings, unless such notice shall be waived in the manner set forth in paragraph (c) of such Section 4.

Section 4 - Special Meetings; Notice:

(a) Special meetings of the Board of Directors shall be held whenever called by the President or by one of the directors, at such time and place as may be specified in the respective notices or waivers of notice thereof.

(b) Except as otherwise required by statute, notice of special meetings shall be mailed directly to each director, addressed to him at his residence or usual place of business, at least two (2) days before the day on which the meeting is to be held, or shall be sent to him at such place by telegram, radio or cable, or shall be delivered to him personally or given to him orally, not later than the day before the day on which the meeting is to be held. A notice, or waiver of notice, except as required by Section 8 of this Article III, need not specify the purpose of the meeting.

(c) Notice of any special meeting shall not be required to be given to any director who shall attend such meeting without protesting prior thereto or at its commencement, the lack of notice to him, or who submits a signed waiver of notice, whether before or after the meeting. Notice of any adjourned meeting shall not be required to be given.

Section 5 - Chairman:

At all meetings of the Board of Directors, the Chairman of the Board, if any and if present, shall preside. If there shall be no Chairman, or he shall be absent, then the President shall preside, and in his absence, a Chairman chosen by the directors shall preside.

Section 6 - Quroum and Adjournments:

(a) At all meetings of the Board of Directors, the presence of a majority of the entire Board shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by law, by the Certificate of Incorporation, or by these By-Laws.

(b) A majority of the directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice, until a quorum shall be present.

Section 7 - Manner of Acting:

(a) At all meetings of the Board of Directors, each director present shall have one vote, irrespective of the number of shares of stock, if any, which he may hold.

(b) Except as otherwise provided by statute, by the Certificate of Incorporation, or by these By-Laws, the action of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. Any action authorized, in writing, by all of the directors entitled to vote thereon and filed with the minutes of the corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

Section 8 - Vacancies:

Any vacancy in the Board of Directors occurring by reason of an increase in the number of directors, or by reason of the death, resignation, disqualification, removal (unless a vacancy created by the removal of a director by the shareholders shall be filled by the shareholders at the meeting at which the removal was effected) or inability to act of any director, or otherwise, shall be filled for the unexpired portion of the term by a majority vote of the remaining directors, though less than a quorum, at any regular meeting or special meeting of the Board of Directors called for that purpose.

Section 9 - Resignation:

Any director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 10 - Removal:

Any director may be removed with or without cause at any time by the affirmative vote of shareholders holding of record in the aggregate at least a majority of the outstanding shares of the Corporation at a special meeting of the shareholders called for that purpose, and may be removed for cause by action of the Board.

Section 11 - Salary:

No stated salary shall be paid to directors, as such, for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided, however, that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 12 - Contracts:

(a) No contract or other transaction between this Corporation and any other Corporation shall be impaired, affected or invalidated, nor shall any director be liable in any way by reason of the fact that any one or more of the directors of this Corporation is or are interested in, or is a director or officer, or are directors or officers of such other Corporation, provided that such facts are disclosed or made known to the Board of Directors.

(b) Any director, personally and individually, may be a party to or may be interested in any contract or transaction of this Corporation, and no director shall be liable in any way by reason of such interest, provided that the fact of such interest be disclosed or made known to the Board of Directors, and provided that the Board of Directors shall authorize, approve or ratify such contract or transaction by the vote (not counting the vote of any such director) of a majority of a quorum, notwithstanding the presence of any such director at the meeting at which such action is taken. Such director or directors may be counted in determining the presence of a quorum at such meeting. This Section shall

not be construed to impair or invalidate or in any way affect any contract or other transaction which would otherwise be valid under the law (common, statutory or otherwise) applicable thereto.

Section 13 - Committees:

The Board of Directors, by resolution adopted by a majority of the entire Board, may from time to time designate from among its members an executive committee and such other committees, and alternate members thereof, as they may deem desirable, each consisting of three or more members, with such powers and authority (to the extent permitted by law) as may be provided in such resolution. Each such committee shall serve at the pleasure of the Board.

ARTICLE IV - OFFICERS

Section 1 - Number, Qualifications, Election and Term of Office:

(a) The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and such other officers, including a Chairman of the Board of Directors, and one or more Vice Presidents, as the Board of Directors may from time to time deem advisable. Any officer other than the Chairman of the Board of Directors may be, but is not required to be, a director of the Corporation. Any two or more offices may be held by the same person.

(b) The officers of the Corporation shall be elected by the Board of Directors at the regular annual meeting of the Board following the annual meeting of shareholders.

(c) Each officer shall hold office until the annual meeting of the Board of Directors next succeeding his election, and until his successor shall have been elected and qualified, or until his death, resignation or removal.

Section 2 - Resignation:

Any officer may resign at any time by giving written notice of such resignation to the Board of Directors, or to the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or by such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 3 - Removal:

Any officer may be removed, either with or without cause, and a successor elected by a majority vote of the Board of Directors at any time.

Section 4 - Vacancies:

A vacancy in any office by reason of death, resignation, inability to act, disqualification, or any other cause, may at any time be filled for the unexpired portion of the term by a majority vote of the Board of Directors.

Section 5 - Duties of Officers:

Officers of the Corporation shall, unless otherwise provided by the Board of Directors, each have such powers and duties as generally pertain to their respective offices as well as such powers and duties as may be set forth in these by-laws, or may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Corporation.

Section 6 - Sureties and Bonds:

In case the Board of Directors shall so require, any officer, employee or agent of the Corporation shall execute to the Corporation a bond in such sum, and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of his duties to the Corporation, including responsiblity for negligence and for the accounting for all property, funds or securities of the Corporation which may come into his hands.

Section 7 - Shares of Other Corporations:

Whenever the Corporation is the holder of shares of any other Corporation, any right or power of the Corporation as such shareholder (including the attendance, acting and voting at shareholders' meetings and execution of waivers, consents, proxies or other instruments) may be exercised on behalf of the Corporation by the President, any Vice President, or such other person as the Board of Directors may authorize.

ARTICLE V - SHARES OF STOCK

Section 1 - Certificate of Stock:

(a) The certificates representing shares of the Corporation shall

be in such form as shall be adopted by the Board of Directors, and shall be numbered and registered in the order issued. They shall bear the holder' s name and the number of shares, and shall be signed by (i) the Chairman of the Board or the President or a Vice President, and (ii) the Secretary or Treasurer, or any Assistant Secretary or Assistant Treasurer, and shall bear the corporate seal.

(b) No certificate representing shares shall be issued until the full amount of consideration therefor has been paid, except as otherwise permitted by law.

(c) To the extent permitted by law, the Board of Directors may authorize the issuance of certificates for fractions of a share which shall entitle the holder to exercise voting rights, receive dividends and participate in liquidating distributions, in proportion to the fractional holdings; or it may authorize the payment in cash of the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may authorize the issuance, subject to such conditions as may be permitted by law, of scrip in registered or bearer form over the signature of an officer or agent of the Corporation, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of a shareholder, except as therein provided.

Section 2 - Lost or Destroyed Certificates:

The holder of any certificate representing shares of the Corporation shall immediately notify the Corporation of any loss or destruction of the certificate representing the same. The Corporation may issue a new certificate in the place of any certificate theretofore issued by it, alleged to have been lost or destroyed. On production of such evidence of loss or destruction as the Board of Directors in its discretion may require, the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or his legal representatives, to give the Corporation a bond in such sum as the Board may direct, and with such surety or sureties as may be satisfactory to the Board, to indemnify the Corporation against any claims, loss, liability or damage it may suffer on account of the issuance of the new certificate. A new certificate may be issued without requiring any such evidence or bond when, in the judgment of the Board of Directors, it is proper so to do.

Section 3 - Transfers of Shares:

(a) Transfers of shares of the Corporation shall be made on the share records of the Corporation only by the holder of record thereof, in person or by his duly authorized attorney, upon surrender for cancellation of the certificate or certificates representing such shares, with an assignment or power of transfer endorsed thereon or delivered therewith, duly executed, with such proof of the authenticity of the signature and of authority to transfer and of payment of transfer taxes as the Corporation or its agents may require.

(b) The Corporation shall be entitled to treat the holder of record of any share or shares as the absolute owner thereof for all purposes and, accordingly, shall not be bound to recognize any legal, equitable or other claim to, or interest in, such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law.

Section 4 - Record Date:

In lieu of closing the share records of the Corporation, the Board of Directors may fix, in advance, a date not exceeding fifty days, nor less than ten days, as the record date for the determination of shareholders entitled to receive notice of, or to vote at, any meeting of shareholders, or to consent to any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividends, or allotment of any rights, or for the purpose of any other action. If no record date is fixed, the record date for

the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held; the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the resolution of the directors relating thereto is adopted. When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made as provided for herein, such determination shall apply to any adjournment thereof, unless the directors fix a new record date for the adjourned meeting.

ARTICLE VI - DIVIDENDS

Subject to applicable law, dividends may be declared and paid out of any funds available therefor, as often, in such amounts, and at such time or times as the Board of Directors may determine.

ARTICLE VII - FISCAL YEAR

The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.

ARTICLE VIII - CORPORATE SEAL

The corporate seal, if any, shall be in such form as shall be approved from time to time by the Board of Directors.

ARTICLE IX - AMENDMENTS

Section 1 - By Shareholders:

All by-laws of the Corporation shall be subject to alteration or repeal, and new by-laws may be made, by the affirmative vote of shareholders holding of record in the aggregate at least a majority of the outstanding shares entitled to vote in the election of directors at any annual or special meeting of shareholders, provided that the notice or waiver of notice of such meeting shall have summarized or set forth in full therein, the proposed amendment.

Section 2 - By Directors:

The Board of Directors shall have power to make, adopt, alter, amend and repeal, from time to time, by-laws of the Corporation; provided, however, that the shareholders entitled to vote with respect thereto as in this Article IX above-provided may alter, amend or repeal by-laws made by the Board of Directors, except that the Board of Directors shall have no power to change the quorum for meetings of shareholders or of the Board of Directors, or to change any provisions of the by-laws with respect to the removal of directors or the filling of vacancies in the Board resulting from the removal by the shareholders. If any by-law regulating an impending election of directors is adopted, amended or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of shareholders for the election of directors, the by-law so adopted, amended or repealed, together with a concise statement of the changes made.

ARTICLE X - INDEMNITY

(a) Any person made a party to any action, suit or proceeding, by reason of the fact that he, his testator or intestate representative is or was a director, officer or employee of the Corporation, or of any Corporation in which he served as such at the request of the Corporation, shall be indemnified by the Corporation against the reasonable expenses, including attorney' s fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceedings, or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding, or in connection with any appeal therein that such officer, director or employee is liable for negligence or misconduct in the performance of his duties.

(b) The foregoing right of indemnification shall not be deemed exclusive of any other rights to which any officer or director or employee may be entitled apart from the provisions of this section.

(c) The amount of indemnity to which any officer or any director may be entitled shall be fixed by the Board of Directors, except that in any case where there is no disinterested majority of the Board available, the amount shall be fixed by arbitration pursuant to the then existing rules of the American Arbitration Association.

The undersigned Incorporator certifies that he has adopted the foregoing by-laws as the first by-laws of the Corporation.

Dated: 5-2-88

/s/ Ernest M. Nepa

Incorporator

Exhibit 3.31

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "WILLISTON HUNTER, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-EIGHTH DAY OF SEPTEMBER, A.D. 2009, AT 12:58 O' CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-SIXTH DAY OF OCTOBER, A.D. 2009, AT 10:54 O' CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE SEVENTH DAY OF JUNE, A.D. 2010, AT 1:10 O' CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "NULOCH AMERICA CORP." TO "WILLISTON HUNTER, INC.", FILED THE THIRD DAY OF MAY, A.D. 2011, AT 5:04 O' CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "WILLISTON HUNTER, INC.".

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

4735577 8100H

AUTHENTICATION: 9560769

120536295

DATE: 05-09-12

You may verify this certificate online at corp.delaware.gov/authver.shtml

CERTIFICATE OF INCORPORATION
OF
NULOCH AMERICA CORP.

To form a corporation pursuant to the General Corporation Law of the State of Delaware (the "General Corporation Law"), the undersigned hereby certifies as follows:

1. Name. The name of the corporation is NuLoch America Corp.

2. Registered Office and Registered Agent. The address of the registered office of the corporation in Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801, County of New Castle.

3. Purposes. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

4. Capital Stock. The total number of shares of stock that the corporation is authorized to issue is 3,000 shares, par value $.001 per share, all of which shares are designated as common stock.

5. Bylaws. The board of directors of the corporation is expressly authorized to adopt, amend or repeal bylaws of the corporation.

6. Limitation of Directors' Liability; Indemnification. The personal liability of a director of the corporation to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director shall be eliminated to the fullest extent permitted by law. The corporation is authorized to indemnify (and advance expenses to) its directors and officers to the fullest extent permitted by law. Neither the amendment, modification or repeal of this Article nor the adoption of any provision in this certificate of incorporation inconsistent with this Article shall adversely affect any right or protection of a director or officer of the corporation with respect to any act or omission that occurred prior to the time of such amendment, modification, repeal or adoption.

7. Elections of Directors. Elections of directors need not be by written ballot unless the bylaws of the corporation shall so provide.

8. Incorporator. The name and mailing address of the incorporator are Tiffanie D. Pearson, c/o Dorsey & Whitney LLP, 1420 Fifth Avenue, Suite 3400, Seattle, Washington 98101.

Dated: September 28, 2009

/s/ Tiffanie D. Pearson

Tiffanie D. Pearson, Incorporator

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:13 PM 09/28/2009
FILED 12:58 PM 09/28/2009
SRV 090889161 - 4735577 FILE

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:59 AM 10/26/2009
FILED 10:54 AM 10/26/2009
SRV 090962162 - 4735577 FILE

CERTIFICATE OF AMENDMENT
OF

CERTIFICATE OF INCORPORATION
OF
NULOCH AMERICA CORP.

The undersigned hereby certifies that the amendment to the certificate of incorporation of NuLoch America Corp., a Delaware corporation (the "Corporation"), as set forth below was duly adopted in accordance with the provisions of section 242 of the Delaware General Corporation Law, and that such amendment has not been subsequently modified or rescinded:

Article 4 of the certificate of incorporation of NuLoch America Corp. shall be amended in its entirety to read as follows:

4. The total number of shares that the corporation is authorized to issue is 5,000,000 shares of common stock, par value $0.001 per share.

IN WITNESS WHEREOF, I have executed this certificate this 26th day of October, 2009.

By: /s/ Brian D. Murray
Brian D. Murray, Executive Vice President and Chief Financial Officer

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State of Delaware
Secretary of State
Division of Corporations
Delivered 01:10 PM 06/07/2010
FILED 01:10 PM 06/07/2010
SRV 100633566 - 4735577 FILE

CERTIFICATE OF AMENDMENT
OF
NULOCH AMERICA CORP.

The undersigned certifies that the amendment to the certificate of incorporation of NuLoch America Corp., a Delaware corporation ("Corporation"), as set forth below, was duly adopted in accordance with the provisions of section 242 of the Delaware General Corporation Law, and that such amendment has not been subsequently modified or rescinded.

Article 4 of the certificate of incorporation of NuLoch America Corp. shall be amended in its entirety to read as follows:

4. Upon this certificate of amendment becoming effective pursuant to the General Corporation Law of the State of Delaware (the "Effective Time"), each 1,000 shares of the Corporation' s common stock, par value $0.001 per share (the "Old Common Stock") issued and outstanding immediately prior to the Effective Time, will be automatically reclassified as and converted into one share of common stock, par value $0.001 per share, of the Corporation (the "New Common Stock"). Any stock certificate that, immediately prior to the Effective Time, represented shares of the Old Common Stock will, from and after the Effective Time, automatically and without the necessity of presenting the same for exchange, represent the number of shares of the New Common Stock as equals the product obtained by multiplying the number of shares of Old Common Stock represented by such certificate immediately prior to the Effective Time by 1/1000. No fractional shares shall be issued. Immediately subsequent to the reverse stock split described above, the Corporation shall increase its authorized capital so that the total number of shares the Corporation is authorized to issue is 50,000 shares of common stock, par value $0.001 per share.

IN WITNESS WHEREOF, I have executed this certificate this 7th day of June, 2010.

/s/ Brian D. Murray

Brian D. Murray, Executive Vice President and Chief Financial Officer

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State of Delaware
Secretary of State
Division of Corporations
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CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
NULOCH AMERICA CORP.

The undersigned hereby certifies that the amendment to the certificate of incorporation of NuLoch America Corp., a Delaware corporation (the "Corporation"), as set forth below was duly adopted in accordance with the provisions of section 242 of the Delaware General Corporation Law, and that such amendment has not been subsequently modified or rescinded:

Article 1 of the certificate of incorporation of NuLoch America Corp. shall be amended in its entirety to read as follows:

1. Name. The name of the corporation is Williston Hunter, Inc.

By: /s/ Paul Johnston

Paul Johnston, Secretary

Exhibit 3.32

NULOCH AMERICA CORP.

BYLAWS

OCTOBER 23, 2009

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BYLAWS
OF
NULOCH AMERICA CORP.

Adopted by the Board of Directors on October 23, 2009.

Article 1. Stockholders' Meetings

1.1 Place of Meetings. Meetings of the stockholders shall be held at such place, either within or without the State of Delaware, as the board of directors shall determine. Rather than holding a meeting at any designated place, the board of directors may determine that a meeting shall be held solely by means of remote communications, which means shall meet the requirements of the Delaware General Corporation Law.

1.2 Annual Meeting. The annual meeting of the stockholders for the election of the directors and the transaction of such other business as may properly be brought before the meeting shall be held on the date and at the time as the board of directors shall determine.

1.3 Special Meetings. Special meetings of the stockholders for any purpose or purposes may be called by the board of directors. No other person or persons may call a special meeting. The business to be transacted at any special meeting shall be limited to the purposes stated in the notice.

1.4 Remote Communications. The board of directors may permit the stockholders and their proxy holders to participate in meetings of the stockholders (whether such meetings are held at a designated place or solely by means of remote communication) using one or more methods of remote communication that satisfy the requirements of the Delaware General Corporation Law. The board of directors may adopt such guidelines and procedures applicable to participation in stockholders' meetings by means of remote communication as it deems appropriate. Participation in a stockholders' meeting by means of a method of remote communication permitted by the board of directors shall constitute presence in person at the meeting.

1.5 Notice of Meetings. Notice of the place, if any, date and hour of any stockholders' meeting shall be given to each stockholder entitled to vote. The notice shall state the means of remote communications, if any, by which stockholders and proxy holders may be deemed present in person and vote at the meeting. If the voting list for the meeting is to be made available by means of an electronic network or if the meeting is to be held solely by remote communication, the notice shall include the information required to access the reasonably accessible electronic network on which the corporation will make its voting list available either prior to the meeting or, in the case of a meeting held solely by remote communication, during the meeting. Notice of a special meeting shall also state the purpose or purposes for which the meeting has been called. Unless otherwise provided in the Delaware General Corporation Law, notice shall be given at least 10 days but not more than 60 days before the date of the meeting. Without limiting the manner by which notice may otherwise be given, notice may be given by a form of electronic transmission that satisfies the requirements of the Delaware General

Corporation Law and has been consented to by the stockholder to whom notice is given. If mailed, notice shall be deemed given when deposited in the U.S. mail, postage prepaid, directed to the stockholder' s address as it appears in the corporation' s records. If given by a form of electronic transmission consented to by the stockholder to whom notice is given, notice shall be deemed given at the times specified with respect to the giving of notice by electronic transmission in the Delaware General Corporation Law. An affidavit of the

corporation' s secretary, an assistant secretary or an agent of the corporation that notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated in the affidavit.

1.6 Quorum. The presence, in person or by proxy, of the holders of a majority of the voting power of the stock entitled to vote at a meeting shall constitute a quorum. Where a separate vote by a class or series or classes or series of stock is required at a meeting, the presence, in person or by proxy, of the holders of a majority of the voting power of each such class or series shall also be required to constitute a quorum. In the absence of a quorum, either the chairperson of the meeting or the holders of a majority of the voting power of the stock present, in person or by proxy, and entitled to vote at the meeting may adjourn the meeting in the manner provided in Section 1.7 until a quorum shall be present. A quorum, once established at a meeting, shall not be broken by the withdrawal of the holders of enough voting power to leave less than a quorum. If a quorum is present at an original meeting, a quorum need not be present at an adjourned session of that meeting.

1.7 Adjournment of Meetings. Either the chairperson of the meeting or the holders of a majority of the voting power of the stock present, in person or by proxy, and entitled to vote at the meeting may adjourn any meeting of stockholders from time to time. At any adjourned meeting the stockholders may transact any business that they might have transacted at the original meeting. Notice of an adjourned meeting need not be given if the time and place, if any, or the means of remote communications to be used rather than holding the meeting at any place are announced at the meeting so adjourned, except that notice of the adjourned meeting shall be required if the adjournment is for more than 30 days or if after the adjournment a new record date is fixed for the adjourned meeting.

1.8 Voting List. At least 10 days before every meeting of the stockholders, the secretary of the corporation shall prepare a complete alphabetical list of the stockholders entitled to vote at the meeting showing each stockholder' s address and number of shares. This voting list need not include electronic mail addresses or other electronic contact information for any stockholder nor need it contain any information with respect to beneficial owners of the shares of stock owned although it may do so. For a period of at least 10 days before the meeting, the voting list shall be open to the examination of any stockholder for any purpose germane to the meeting either on a reasonably accessible electronic network *(provided that* the information required to gain access to the list is provided with the notice of the meeting) or during ordinary business hours at the corporation' s principal place of business. If the list is made available on an electronic network, the corporation may take reasonable steps to ensure that it is available only to stockholders. If the stockholders' meeting is held at a place, the voting list shall be produced and kept at that place for the entire duration of the meeting. If the stockholders' meeting is held solely by means of remote communications, the voting list shall be made available for inspection on a reasonably accessible electronic network for the entire duration of the meeting. In either case, any stockholder may inspect the voting list at any time during the meeting.

1.9 Vote Required. Subject to the provisions of the Delaware General Corporation Law requiring a higher level of votes to take certain specified actions and to the terms of the corporation' s certificate of incorporation that set special voting requirements, the stockholders shall take action on all matters other than the election of directors by a majority of the voting power of the stock present, in person or by proxy, at the meeting and entitled to vote on the matter. The stockholders shall elect directors by a plurality of the voting power of the stock present, in person or by proxy, at the meeting and entitled to vote on the matter.

1.10 Chairperson; Secretary. The following people shall preside over any meeting of the stockholders: the chairperson of the board of directors, if any, or, in the chairperson' s absence, the vice chairperson of the board of directors, if any, or in the vice chairperson' s absence, the chief executive officer, or, in the absence of all of the foregoing persons, a chairperson designated by the board of directors, or, in the absence of a chairperson designated by the board of directors, a chairperson chosen by the stockholders at the meeting. In the absence of the secretary and any assistant secretary, the chairperson of the meeting may appoint any person to act as secretary of the meeting.

1.11 Rules of Conduct. The board of directors or the chairperson may adopt such rules, regulations and procedures for the conduct of any meeting of the stockholders as it deems appropriate including, without limitation, rules, regulations and procedures regarding participation in the meeting by means of remote communication. Except to the extent inconsistent with any applicable rules, regulations or procedures adopted by the board of directors, the chairperson of any meeting may adopt such rules, regulations and procedures for the meeting, and take such actions with respect to the conduct of the meeting, as the chairperson of the meeting deems appropriate. The rules, regulations and procedures adopted may include, without limitation, rules that (i) establish an agenda or order of business, (ii) are intended to maintain order and safety at the meeting, (iii) restrict entry to the meeting after the time fixed for its commencement and (iv) limit the time allotted to stockholder questions or comments. Unless otherwise determined by the board of directors or the chairperson of the meeting, meetings of the stockholders need not be held in accordance with the rules of parliamentary procedure.

1.12 Inspectors of Elections. The board of directors or the chairperson of a stockholders' meeting may appoint one or more inspectors of election and any substitute inspectors to act at the meeting or any adjournment thereof. Inspectors may be officers, employees or agents of the corporation. Each inspector, before entering on the discharge of the inspector' s duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of the inspector' s ability. Inspectors shall have the duties prescribed by the Delaware General Corporation Law. At the request of the chairperson of the meeting, the inspector or inspectors shall prepare a written report of the results of the votes taken and of any other question or matter determined by the inspector or inspectors.

1.13 Record Date. If the corporation proposes to take any action for which the Delaware General Corporation Law would permit it to set a record date, the board of directors may set such a record date as provided under the Delaware General Corporation Law.

1.14 Written Consent. Any action required or permitted to be taken at a meeting of the stockholders may be taken without a meeting, without prior notice and without a vote by means

of a stockholder written consent meeting the requirements of the Delaware General Corporation Law. Prompt notice of the taking of action without a meeting by less than a unanimous written consent shall be given to those stockholders who have not consented as required by the Delaware General Corporation Law.

Article 2. Directors

2.1 Number and Qualifications. The board of directors shall consist of such number as may be fixed from time to time by resolution of the board of directors. Directors need not be stockholders.

2.2 Term of Office. Each director shall hold office until his or her successor is elected or until his or her earlier death, resignation or removal.

2.3 Resignation. A director may resign, as a director or as a committee member or both, at any time by giving notice in writing or by electronic transmission to the corporation addressed to the board of directors, the chairperson of the board of directors, the president or the secretary. A resignation will be effective upon its receipt by the corporation unless the resignation specifies, and the remaining directors agree, that it is to be effective at some later time or upon the occurrence of some specified later event.

2.4 Vacancies. Any vacancy in the board of directors, including a vacancy resulting from an enlargement of the board of directors, may be filled by a vote of the majority of the remaining directors, although less than a quorum, or by a sole remaining director. If the corporation at the time has outstanding any classes or series or class or series of stock that have or has the right, alone or

with one or more other classes or series or class or series, to elect one or more directors, then any vacancy in the board of directors caused by the death, resignation or removal of a director so elected shall be filled only by a vote of the majority of the remaining directors so elected, by a sole remaining director so elected or, if no director so elected remains, by the holders of those classes or series or that class or series. A director appointed by the board of directors shall hold office for the remainder of the term of the director he or she is replacing.

2.5 Regular Meetings. The board of directors may hold regular meetings without notice at such times and places as it may from time to time determine, *provided that* notice of any such determination shall be given to any director who is absent when such a determination is made. A regular meeting of the board of directors may be held without notice immediately after and at the same place as the annual meeting of the stockholders.

2.6 Special Meetings. Special meetings of the board of directors may be called by the chairperson of the board of directors, the chief executive officer or by any director. Notice of any special meeting shall be given to each director and shall state the time and place for the special meeting.

2.7 Notice. Any time it is necessary to give notice of a board of directors' meeting, notice shall be given (i) in person or by telephone to the director at least 24 hours in advance of the meeting, (ii) by personally delivering written notice to the director' s last known business or home address at least 48 hours in advance of the meeting, (iii) by delivering an electronic transmission (including, without limitation, via telefacsimile or electronic mail) to the director' s

last known number or address for receiving electronic transmissions of that type at least 48 hours in advance of the meeting, (iv) by depositing written notice with a reputable delivery service or overnight carrier addressed to the director' s last known business or home address for delivery to that address no later than the business day preceding the date of the meeting or (v) by depositing written notice in the U.S. mail, postage prepaid, addressed to the director' s last known business or home address no later than the third business day preceding the date of the meeting. Notice of a meeting need not be given to any director who attends a meeting without objecting prior to the meeting or at its commencement to the lack of notice to that director. A notice of meeting need not specify the purposes of the meeting.

2.8 Quorum. A majority of the directors in office at the time shall constitute a quorum. Thereafter, a quorum shall be deemed present for purposes of conducting business and determining the vote required to take action for so long as at least a third of the total number of directors is present. In the absence of a quorum, the directors present may adjourn the meeting without notice until a quorum shall be present, at which point the meeting may be held.

2.9 Vote Required. The board of directors shall act by the vote of a majority of the directors present at a meeting at which a quorum is present.

2.10 Chairperson; Secretary. If the chairperson and the vice chairperson are not present at any meeting of the board of directors, or if no such officers have been elected, then the board of directors shall choose a director who is present at the meeting to preside over it. In the absence of the secretary and any assistant secretary, the chairperson may appoint any person to act as secretary of the meeting.

2.11 Use of Communications Equipment. Directors may participate in meetings of the board of directors or any committee of the board of directors by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting.

2.12 Action Without a Meeting. Any action required or permitted to be taken at any meeting of the board of directors may be taken without a meeting if all of the directors consent to the action in writing or by electronic transmission. The writing or writings or electronic transmission or transmissions shall be filed with the minutes of the proceedings of the board of directors or of the relevant committee.

2.13 Compensation of Directors. The board of directors shall from time to time determine the amount and type of compensation to be paid to directors for their service on the board of directors and its committees.

2.14 Committees. The board of directors may designate one or more committees, each of which shall consist of one or more directors. The board of directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously

appoint another member of the board of directors to act at the meeting in place of any such absent or disqualified member. Any committee shall, to the extent provided in a resolution of the board of directors and subject to the limitations contained in the Delaware General Corporation Law, have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation. Each committee shall keep such records and report to the board of directors in such manner as the board of directors may from time to time determine. Except as the board of directors may otherwise determine, any committee may make rules for the conduct of its business. Unless otherwise provided in a resolution of the board of directors or in rules adopted by the committee, each committee shall conduct its business as nearly as possible in the same manner as is provided in these bylaws for the board of directors.

2.15 Chairperson and Vice Chairperson of the Board. The board of directors may elect from its members a chairperson of the board and a vice chairperson. If a chairperson has been elected and is present, the chairperson shall preside at all meetings of the board of directors and the stockholders. The chairperson shall have such other powers and perform such other duties as the board of directors may designate. If the board of directors elects a vice chairperson, the vice chairperson shall, in the absence or disability of the chairperson, perform the duties and exercise the powers of the chairperson and have such other powers and perform such other duties as the board of directors may designate.

Article 3. Officers

3.1 Offices Created; Qualifications; Election. The corporation shall have a president and secretary and such other officers, if any, as the board of directors from time to time may appoint. Any officer may be, but need not be, a director or stockholder. The same person may hold any two or more offices. The board of directors may elect officers at any time.

3.2 Term of Office. Each officer shall hold office until his or her successor has been elected, unless a different term is specified in the resolution electing the officer, or until his or her earlier death, resignation or removal.

3.3 Removal of Officers. Any officer may be removed from office at any time, with or without cause, by the board of directors.

3.4 Resignation. An officer may resign at any time by giving notice in writing or by electronic transmission to the corporation addressed to the board of directors, the chairperson of the board of directors, the president or the secretary. A resignation will be effective upon its receipt by the corporation unless the resignation specifies, and the board agrees, that it is to be effective at some later time or upon the occurrence of some specified later event.

3.5 Vacancies. A vacancy in any office may be filled by the board of directors.

3.6 Compensation. Officers shall receive such amounts and types of compensation for their services as shall be fixed by the board of directors.

3.7 Powers. Unless otherwise specified by the board of directors, each officer shall have those powers and shall perform those duties that are (i) set forth in these bylaws (if any are

so set forth), (ii) set forth in the resolution of the board of directors electing that officer or any subsequent resolution of the board of directors with respect to that officer' s duties or (iii) commonly incident to the office held.

3.8 Chief Executive Officer. The chief executive officer shall, subject to the direction and control of the board of directors, have general control and management of the business, affairs and policies of the corporation and over its officers and shall see that all orders and resolutions of the board of directors are carried into effect. The chief executive officer shall have the power to sign all certificates, contracts and other instruments on behalf of the corporation.

3.9 President. The president shall be subject to the direction and control of the chief executive officer and the board of directors and shall have general active management of the business, affairs and policies of the corporation. The president shall have the power to sign all certificates, contracts and other instruments on behalf of the corporation. If the board of directors has not elected a chief executive officer, the president shall be the chief executive officer. If the board of directors has elected a chief executive officer and that officer is absent, disqualified from acting, unable to act or refuses to act, then the president shall have the powers of, and shall perform the duties of, the chief executive officer.

3.10 Vice Presidents. The vice presidents, if any, shall be subject to the direction and control of the board of directors, the chief executive officer and the president and shall have such powers and duties as the board of directors, the chief executive officer or the president may assign to them. If the board of directors elects more than one vice president, then it shall determine their respective titles, seniority and duties. If the president is absent, disqualified from acting, unable to act or refuses to act, the most senior in rank of the vice presidents (as determined by the board of directors) shall have the powers of, and shall perform the duties of, the president.

3.11 Chief Financial Officer. The chief financial officer, if any, shall be subject to the direction and control of the board of directors and the chief executive officer, shall have primary responsibility for the financial affairs of the corporation and shall perform such other duties as the chief executive officer may assign.

3.12 Chief Operating Officer. The chief operating officer, if any, shall be subject to the direction and control of the board of directors and the chief executive officer, shall have primary responsibility for the management and supervision of the day-to-day operations of the corporation and shall perform such other duties as the chief executive officer may assign.

3.13 Treasurer. The treasurer shall have charge and custody of and be responsible for all funds, securities and valuable papers of the corporation. The treasurer shall deposit all funds in the depositories or invest them in the investments designated or approved by the board of directors or any officer or officers authorized by board of directors to make such determinations. The treasurer shall disburse funds under the direction of the board of directors or any officer or officers authorized by the board of directors to make such determinations. The treasurer shall keep full and accurate accounts of all funds received and paid on account of the corporation and shall render a statement of these accounts whenever the board of directors or the chief executive officer shall so request. If the board of directors has not elected a chief financial officer, the

treasurer shall be the chief financial officer. If the board of directors has not elected a controller, the treasurer shall be the controller.

3.14 Assistant Treasurers. The assistant treasurers, if any, shall have such powers and duties as the board of directors, the chief executive officer, the president or the treasurer may assign to them. If the board of directors elects more than one assistant treasurers, then it shall determine their respective titles, seniority and duties. If the treasurer is absent, disqualified from acting, unable to act or refuses to act, the most senior in rank of the assistant treasurers (as determined by the board of directors) shall have the powers of, and shall perform the duties of, the treasurer.

3.15 Controller. The controller, if any, shall be the chief accounting officer of the corporation and shall be in charge of its books of account, accounting records and accounting procedures.

3.16 Secretary. The secretary shall, to the extent practicable, attend all meetings of the stockholders and the board of directors. The secretary shall record the proceedings of the stockholders and the board of directors, including all actions by written consent, in a book or series of books to be kept for that purpose. The secretary shall perform like duties for any committee of the board of directors if the committee so requests. The secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the board of directors. Unless the corporation has appointed a transfer agent, the secretary shall keep or cause to be kept the stock and transfer records of the corporation. The secretary shall have such other powers and duties as the board of directors, the chief executive officer or the president may determine.

3.17 Assistant Secretaries. The assistant secretaries, if any, shall have such powers and duties as the board of directors, the chief executive officer, the president or the secretary may assign to them. If the board of directors elects more than one assistant secretary, then it shall determine their respective titles, seniority and duties. If the secretary is absent, disqualified from acting, unable to act or refuses to act, the most senior in rank of the assistant secretaries (as determined by the board of directors) shall have the powers of, and shall perform the duties of, the secretary.

Article 4. Capital Stock

4.1 Stock Certificates. The corporation' s shares of stock shall be represented by certificates, *provided that* the board of directors may, subject to the limits imposed by law, provide by resolution or resolutions that some or all of any or all classes or series shall be uncertificated shares. Shares of stock represented by certificates shall be in such form as shall be approved by the board of directors. Stock certificates shall be numbered in the order of their issue and shall be signed by or in the name of the corporation by (i) the chairperson or vice chairperson, if any, of the board of directors, the president or a vice president *and* (ii) the treasurer, an assistant treasurer, the secretary or an assistant secretary. Any or all of the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who signed or whose facsimile signature has been placed upon a certificate shall have ceased to be an officer, transfer agent or registrar before such certificate is issued, it may be issued by the

corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue. Each certificate that is subject to any restriction on transfer shall have conspicuously noted on its face or back either the full text of the restriction or a statement of the existence of the restriction. Each certificate shall have on its face or back a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences or rights.

4.2 Registration; Registered Owners. The name of each person owning a share of the corporation' s capital stock shall be entered on the books of the corporation together with the number of shares owned, the date or dates of issue and the number or numbers of the certificate or certificates, if any, covering such shares. The corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes regardless of any transfer, pledge or other disposition of such stock until the shares have been properly transferred on the books of the corporation.

4.3 Stockholder Addresses. It shall be the duty of each stockholder to notify the corporation of the stockholder' s address.

4.4 Transfer of Shares. Registration of transfer of shares of the corporation' s stock shall be made only on the books of the corporation at the request of the registered holder or of the registered holder' s duly authorized attorney (as evidenced by a duly executed power of attorney provided to the corporation) and upon surrender of the certificate or certificates representing those shares, if in certificated form, properly endorsed or accompanied by a duly executed stock power. The board of directors may make further rules and regulations concerning the transfer and registration of shares of stock and the certificates representing them and may appoint a transfer agent or registrar or both and may require all stock certificates to bear the signature of either or both.

4.5 Lost, Stolen, Destroyed or Mutilated Certificates. The corporation may issue a new stock certificate of stock in the place of any certificate theretofore issued by it alleged to have been lost, stolen, destroyed or mutilated. The board of directors may require the owner of the allegedly lost, stolen or destroyed certificate, or the owner' s legal representatives, to give the corporation such bond or such surety or sureties as the board of directors, in its sole discretion, deems sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft or destruction or the issuance of such new certificate and, in the case of a certificate alleged to have been mutilated, to surrender the mutilated certificate.

Article 5. General Provisions

5.1 Waiver of Notice. Any stockholder or director may execute a written waiver or give a waiver by electronic transmission of notice of the meeting, either before or after such meeting. Any such waiver shall be filed with the records of the corporation. If any stockholder or director shall be present at any meeting it shall constitute a waiver of notice of the meeting, except when that stockholder or director attends for the express purpose of objecting at the

beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. A waiver of notice of meeting need not specify the purposes of the meeting.

5.2 Electronic Transmissions. For purposes of these bylaws, *"electronic transmission"* shall mean a form of communication not directly involving the physical transmission of paper that satisfies the requirements with respect to such communications contained in the Delaware General Corporation Law.

5.3 Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

5.4 Voting Stock of Other Organizations. Except as the board of directors may otherwise designate, each of the chief executive officer and the treasurer may waive notice of, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact for the corporation (with power of substitution) at any meeting of the stockholders, members or other owners of any other corporation or organization the securities or ownership interests of which are owned by the corporation.

5.5 Corporate Seal. The Corporation shall have no seal.

5.6 Amendment of Bylaws. These bylaws, including any bylaws adopted or amended by the stockholders, may be amended or repealed by the board of directors.

Article 6. Indemnification

6.1 Indemnification. The corporation shall, to the fullest extent permitted by law, indemnify every person who is or was a party or is or was threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (an *"Action"),* by reason of the fact that such person is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, trustee, plan administrator or plan fiduciary of another corporation, partnership, limited liability company, trust, employee benefit plan or other enterprise (an *"Indemnified Person"),* against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement or other disposition that the Indemnified Person actually and reasonably incurs in connection with the Action and shall reimburse each such person for all legal fees and expenses reasonably incurred by such person in seeking to enforce its rights to indemnification under this Article (by means of legal action or otherwise).

6.2 Advancement of Expenses. Upon written request from an Indemnified Person, the corporation shall pay the expenses (including attorneys' fees) incurred by such Indemnified Person in connection with any Action in advance of the final disposition of such Action. The corporation' s obligation to pay expenses pursuant to this Section shall be contingent upon the Indemnified Person providing the undertaking required by the Delaware General Corporation Law.

6.3 Non-Exclusivity. The rights of indemnification and advancement of expenses contained in this Article shall not be exclusive of any other rights to indemnification or similar

protection to which any Indemnified Person may be entitled under any agreement, vote of stockholders or disinterested directors, insurance policy or otherwise.

6.4 Heirs and Beneficiaries. The rights created by this Article shall inure to the benefit of each Indemnified Person and each heir, executor and administrator of such Indemnified Person.

6.5 Effect of Amendment. Neither the amendment, modification or repeal of this Article nor the adoption of any provision in these bylaws inconsistent with this Article shall adversely affect any right or protection of an Indemnified Person with respect to any act or omission that occurred prior to the time of such amendment, modification, repeal or adoption.

Exhibit 3.33

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "WILLISTON HUNTER ND, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-SEVENTH DAY OF SEPTEMBER, A.D. 2010, AT 11:39 O' CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "MHR ACQUISITION COMPANY II, LLC" TO "WILLISTON HUNTER ND, LLC", FILED THE FOURTH DAY OF MAY, A.D. 2011, AT 6:56 O' CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "WILLISTON HUNTER ND, LLC".

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

4876995 8100H

AUTHENTICATION: 9560928

120536705

DATE: 05-09-12

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:39 AM 09/27/2010
FILED 11:39 AM 09/27/2010
SRV 100942772 - 4876995 FILE

CERTIFICATE OF FORMATION

OF

MHR ACQUISITION COMPANY II, LLC

THE UNDERSIGNED, an authorized person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory

thereof and supplemental thereto, and known, identified and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

1. The name of the limited liability company is MHR Acquisition Company II, LLC (the "Company").

2. The address of the registered office and the name of the registered agent of the Company for service of process at such address, as required to be maintained by § 18-104 of the Delaware Limited Liability Company Act, are as follows:

Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, New Castle County, Delaware 19808

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 27th day of September, 2010.

/s/ Paul Johnston
Paul Johnston, Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:56 PM 05/03/2011
FILED 06:56 PM 05/04/2011
SRV 110488785 - 4876995 FILE

CERTIFICATE OF AMENDMENT
OF
MHR ACQUISITION COMPANY II, LLC.

This Certificate of Amendment of MHR Acquisition Company II, LLC a Delaware limited liability company (the "Company'), is being duly executed and filed by the undersigned authorized person to amend the Certificate of Formation of the Company pursuant to Section 18-202 of the Delaware Limited Liability Company Act, as amended.

1. The name of the limited liability company is "MHR Acquisition Company II, LLC."

2. Article FIRST of the Certificate of Formation of the Company is hereby amended to read in its entirety as follows:

"The name of the limited liability company is Williston Hunter ND, LLC."

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment as of this 4th Day of May, 2011.

By: /s/ Ronald D. Ormand

Name: Ronald D. Ormand

Title: Vice President and Treasurer

Exhibit 3.34

LIMITED LIABILITY COMPANY AGREEMENT
OF
MHR ACQUISITION COMPANY II, LLC
A DELAWARE LIMITED LIABILITY COMPANY

Magnum Hunter Resources Corporation, a Delaware corporation (the "Member"), hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq. (the "Act"), and hereby declares the following to be the Limited Liability Company Agreement of such limited liability company:

1. Name. The name of the limited liability company formed hereby (the "Company") is MHR Acquisition Company II, LLC.

2. Purpose and Powers. The purpose of the Company is to engage in any activity for which limited liability companies may be organized in the State of Delaware. The Company shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

3. Certificates; Term; Existence. Paul Johnston, as an "authorized person" within the meaning of the Act, has executed, delivered and filed the Certificate of Formation of the Company with the Office of the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation of the Company with the Office of the Secretary of State of the State of Delaware, his powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any other jurisdiction in which the Company may wish to conduct business. The term of the Company commenced on the date hereof, being the date the Certificate of Formation of the Company was filed with the Office of the Secretary of State of the State of Delaware, and the term of the Company shall continue until the dissolution of the Company pursuant to Section 17 hereof. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate of Formation of the Company pursuant to the Act and this Agreement.

4. Registered Office. The registered office of the Company in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808.

5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808.

6. Admission of Member. Simultaneously with the execution and delivery of this Agreement, Magnum Hunter Resources Corporation is hereby admitted to the Company as the

sole member of the Company in respect of the Interest (as hereinafter defined) being acquired hereunder.

7. Interest. The Company shall be authorized to issue a single class of Limited Liability Company Interest (as defined in the Act, the "Interest") that shall not be certificated, and shall include any and all benefits to which the holder of such Interest may be entitled in this Agreement, together with all obligations of such person to comply with the terms and provisions of this Agreement.

8. Capital Subscriptions. The Member may contribute additional cash or other property to the Company as it shall decide, from time to time.

9. Tax Characterization and Returns. Until such time as the Company shall have more than one member, it is the intention of the Member that the Company be disregarded for federal and all relevant state tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes. All provisions of the Company' s Certificate of Formation and this Agreement are to be construed so as to preserve that tax status. The Member is hereby authorized to file any necessary elections with any tax authorities and shall be required to file any necessary tax returns on behalf of the Company with any such tax authorities.

10. Management. The management of the Company shall be vested solely in the Member, who shall have all powers to control and manage the business and affairs of the Company and may exercise all powers of the Company. All instruments, contracts, agreements and documents shall be valid and binding on the Company if executed by the Member.

11. Officers.

(a) Officers. The officers of the Company shall be appointed by the Member and shall consist of at least a president and a secretary. Two or more offices may be held by the same person. The initial officers of the Company appointed by the Member are set forth on Exhibit A attached hereto.

(b) Additional Officers. The Member may also appoint a chief executive officer, a treasurer, and one or more vice presidents, assistant secretaries and assistant treasurers. The Member may appoint such other officers and assistant officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall have such authority and exercise such powers and perform such duties as shall be expressly set forth herein or as shall otherwise be determined from time to time by the Member by resolution not inconsistent with this Agreement.

(c) Compensation. The salaries of all officers and agents of the Company shall be fixed by the Member. The Member shall have the power to enter into contracts for the employment and compensation of officers for such terms as the Member deems advisable.

(d) Term; Removal; Vacancies. The officers of the Company shall hold office until their successors are elected or appointed and qualify, or until their death or until their resignation or removal from office. Any officer elected or appointed by the

Member may be removed at any time by the Member, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any vacancy occurring in any office of the Company by death, resignation, removal or otherwise shall be filled by the Member.

(e) Chief Executive Officer. The chief executive officer, if one is elected or appointed, shall be the chief executive officer of the Company and shall have general and active management of the business of the Company and shall see that all orders and resolutions of the Member, as applicable, are carried into effect. The chief executive officer shall preside at all meetings of the Member.

(f) President. The president shall assist the chief executive officer in seeing that all orders and resolutions of the Member, as applicable, are carried into effect and shall have such other duties and such other powers as the Member may from time to time prescribe or as the chief executive officer may from time to time delegate.

(g) Vice Presidents. The vice presidents in the order of their seniority, unless otherwise determined by the Member, shall, in the absence or disability of the president, perform the duties and have the authority and exercise the powers of the president. They shall perform such other duties and have such other authority and powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(h) Secretary. The secretary shall attend all meetings of the Member and record all of the proceedings of the meetings of the Member and resolutions of the Member, as applicable, in a record book to be kept for that purpose. The secretary shall give, or cause to be given, notice of all meetings of the Member, and shall perform such other duties as may be prescribed by the Member, chief executive officer or president, under whose supervision he or she shall be. The secretary shall keep in safe custody the seal of the Company (if any) and, when authorized by the Member, shall affix the same to any instrument requiring it and, when so affixed, it shall be attested by his or her signature or by the signature of an assistant secretary or of the treasurer. The secretary shall perform such other duties and have such other powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(i) Assistant Secretaries. The assistant secretaries, if elected or appointed, in the order of their seniority, unless otherwise determined by the Member, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary. They shall perform such other duties and have such other powers as the Member may from time to time prescribe or as the chief executive officer or president may from time to time delegate.

(j) Treasurer. The treasurer, if one is elected or appointed, shall have custody of the Company funds and securities and shall keep full and accurate accounts and records of receipts, disbursements and other transactions in books belonging to the

Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated from time to time by the Member. The treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render the chief executive officer, president and Member, at their regular meetings, or when the chief executive officer or president or Member so requires, an account of all his or her transactions as treasurer and of the financial condition of the Company. If required by the Member, the treasurer shall give the Company a bond of such type, character and amount as the Member may require.

Assistant Treasurers. The assistant treasurers, if elected or appointed, in the order of their seniority, unless otherwise determined by the Member, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. They shall perform such other duties and have such other powers as the Member may from time to time prescribe or the chief executive officer or president may from time to time delegate.

12. Distributions. At such time as the Member shall determine, the Member shall cause the Company to distribute any cash held by it that is neither reasonably necessary for the operation of the Company nor otherwise in violation of Sections 18-607 or 18-804 of the Act.

13. Assignments. The Member may assign all or any part of its Interest in the sole discretion of the Member. Any transferee of all or any portion of an Interest shall automatically be deemed admitted to the Company as a substituted Member in respect

of the Interest or such portion thereof transferred by the transferring Member and the transferring Member shall be deemed withdrawn in respect of such Interest or portion thereof.

14. Withdrawal. The Member may withdraw from the Company at any time. Upon any such permitted withdrawal, the withdrawing Member shall receive the fair value of its Interest, determined as of the date it ceases to be a member of the Company.

15. Additional Members. No additional persons may be admitted as members of the Company except upon an assignment by the Member of all or any part of its Interest.

16. Compensation. The Member shall not receive compensation for services rendered to the Company.

17. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Member, or (b) an event of dissolution of the Company under the Act; provided, however, that within ninety (90) days following any event terminating the continued membership of the Member, if the Personal Representative (as defined in the Act) of the Member agrees in writing to continue the Company and to admit itself or some other person as a member of the Company effective as of the date of the occurrence of the event that terminated the continued membership of the Member, then the Company shall not be dissolved and its affairs shall not be wound up.

18. Distributions upon Dissolution. Upon the dissolution of the Company pursuant to Section 17 hereof, the Company shall continue solely for the purposes of winding up its affairs in

an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member, and the Member shall not take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company' s business and affairs; provided that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Member until such time as the property of the Company has been distributed pursuant to this Section 18 and the Certificate of Formation of the Company has been cancelled pursuant to the Act and this Agreement. The Member shall be responsible for overseeing the winding up and dissolution of the Company. Upon the dissolution of the Company pursuant to Section 17 hereof, the Member shall take full account of the Company' s liabilities and assets and shall cause the assets or the proceeds from the sale thereof, to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by law, to the Member, after paying or making reasonable provision for all of the Company' s creditors to the extent required by Section 18-804 of the Act.

19. Certificate of Cancellation. Upon completion of the winding up and liquidation of the Company in accordance with Section 18 hereof, the Member shall promptly cause to be executed and filed a Certificate of Cancellation in accordance with the Act and the laws of any other jurisdictions in which the Member deems such filing necessary or advisable

20. Limited Liability. The Member shall have no liability for the obligations of the Company except to the extent required by the Act.

21. Amendment. This Agreement may be amended only in a writing signed by the Member.

22. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

23. Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality

or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

24. Consent to Jurisdiction Provision. The Member hereby (i) irrevocably submits to the non-exclusive jurisdiction of any Delaware State court or Federal court sitting in Wilmington, Delaware in any action arising out of this Agreement, and (ii) consents to the service of process by mail. Nothing herein shall affect the right of any party to serve legal process in any manner permitted by law or affect its right to bring any action in any other court.

25. Relationship between the Agreement and the Act. Regardless of whether any provision of this Agreement specifically refers to particular Default Rules, (a) if any provision of

this Agreement conflicts with a Default Rule, the provision of this Agreement controls and the Default Rule is modified or negated accordingly, and (b) if it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default Rule is modified or negated accordingly. For purposes of this Section 25, "Default Rule" shall mean a rule stated in the Act that applies except to the extent it is negated or modified through the provisions of a limited liability company' s Certificate of Formation or limited liability company agreement.

IN WITNESS WHEREOF, the undersigned has caused this Limited Liability Company Agreement to be executed as of the day of September, 2010.

MAGNUM HUNTER RESOURCES
CORPORATION
a Delaware corporation

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: EVP and CFO

Exhibit A

Initial Officers

Gary C. Evans	President
Ronald D. Ormand	Vice President and Treasurer
Paul Johnston	Secretary

Exhibit 4.5.1

AMENDMENT AGREEMENT TO REGISTRATION RIGHTS AGREEMENT

THIS AMENDMENT AGREEMENT TO REGISTRATION RIGHTS AGREEMENT (this "Amendment Agreement"), dated as of December 13, 2012, is made by Magnum Hunter Marketing, LLC, a Delaware limited liability company ("Marketing"), and Viking International Resources Co., Inc., a Delaware corporation ("Viking" and together with Marketing, "the "Additional Guarantors"), for the benefit of the holders of the Initial Securities (including, without limitation, the Initial Purchasers), the Exchange Securities and the Private Exchange Securities.

All capitalized terms used but not defined herein shall have the meanings assigned in, or incorporated by reference in, the Registration Rights Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Magnum Hunter Resources Corporation, a Delaware corporation (the "Company"), certain subsidiaries of the Company, as guarantors, Citibank and the Trustee are parties to that certain Indenture dated as of May 16, 2012, as amended by that certain First Supplemental Indenture dated as of October 18, 2012 and effective as of May 16, 2012, and as to be further supplemented on the date hereof by that certain Second Supplemental Indenture dated as of the date hereof (as further amended, supplemented, amended and restated or otherwise modified from time to time, the "Indenture"), providing for the issuance of the Company' s 9.750% Senior Notes due 2020.

WHEREAS, in connection with the Purchase Agreement, the Company and the Guarantors have entered into that certain Registration Rights Agreement dated as of May 16, 2012 (as amended and in effect, the "Registration Rights Agreement");

WHEREAS, each Additional Guarantor is executing the Second Supplemental Indenture to become a Guarantor, and in connection therewith, Section 4.12 of the Indenture requires each Additional Guarantor also to become a party to the Registration Rights Agreement; and

WHEREAS, each Additional Guarantor has agreed to execute and deliver this Amendment Agreement in order to become such a party to the Registration Rights Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. **Joinder to Registration Rights Agreement**. Each Additional Guarantor hereby agrees (a) to be bound as a Guarantor by all of the terms and conditions of the Registration Rights Agreement to the same extent as each of the other Guarantors thereunder and (b) that each reference in the Registration Rights Agreement to a "Guarantor" shall also mean and be a reference to such Additional Guarantor.

SECTION 2. **Governing Law**. THIS AMENDMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 3. **Multiple Originals**. The parties may sign any number of copies of this Amendment Agreement. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this

Amendment Agreement. The exchange of copies of this Amendment Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Amendment Agreement as to the parties hereto and may be used in lieu of the original Amendment Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

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IN WITNESS WHEREOF, each of undersigned has caused this Amendment Agreement to be duly executed and delivered by it as of the date first above written.

MAGNUM HUNTER MARKETING, LLC

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Executive Vice President and Treasurer

VIKING INTERNATIONAL RESOURCES CO., INC.

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Executive Vice President and Treasurer

[Signature Page to Amendment Agreement to Registration Rights Agreement]

Exhibit 4.6.1

FIRST SUPPLEMENTAL INDENTURE

THIS FIRST SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of October 18, 2012 and effective as of May 16, 2012, is by and among Magnum Hunter Resources Corporation, a Delaware corporation (the "Company"), the guarantors party hereto (the "Guarantors"), Citibank, N.A., as paying agent, registrar and authenticating agent (in such capacities, "Citibank"), and Wilmington Trust, National Association, as trustee (the "Trustee").

WHEREAS, the Company, the Guarantors, Citibank and the Trustee are parties to that certain Indenture dated as of May 16, 2012 (the "Indenture"), among the Company, the Guarantors, Citibank, N.A. and the Trustee, providing for the issuance of the Company' s 9.750% Senior Notes due 2020 (the "Notes").

WHEREAS, Section 9.01 of the Indenture provides that the Indenture or the Notes may be amended without the consent of any Securityholder to, among other things, cure any ambiguity, defect or inconsistency, and to conform the text of the Indenture to any provision of the "Description of Notes" contained in the Offering Memorandum;

WHEREAS, pursuant to Sections 9.01 and 9.06 of the Indenture, Citibank and the Trustee are authorized to execute and deliver this Supplemental Indenture; and

WHEREAS, the Company and the Guarantors desire to enter into, and, pursuant to the foregoing authority, have requested Citibank and the Trustee to enter into, this Supplemental Indenture for the purpose of amending the Indenture in certain respects as permitted by Section 9.01 of the Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

ARTICLE I
AMENDMENTS TO THE INDENTURE AND THE NOTES

Section 1.1 **Amendment to the Indenture**. Section 4.12 of the Indenture is amended by inserting the following text at the end of the first sentence thereof: "; provided, however that this covenant shall not apply with respect to any Restricted Subsidiary that, on the Issue Date, is a Foreign Subsidiary that guarantees the payment of any Indebtedness of the Company under any Credit Facility pursuant to Section 4.05(b)(1)."

Section 1.2 **Additional Amendments**. Any and all additional provisions of the Indenture and the Notes are hereby deemed to be amended to reflect the intentions of the amendment provided for in this Article I.

ARTICLE II
MISCELLANEOUS PROVISIONS

Section 2.1 **Defined Terms**. For all purposes of this Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in

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this Supplemental Indenture and defined in the Indenture have the meanings specified in the Indenture.

Section 2.2 **Indenture; Notes**. Except as expressly amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Securityholder heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby and all terms and conditions of both shall be read together as though they constitute a single instrument.

Section 2.3 **Governing Law**. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 2.4 **Successors**. All agreements of the Company and the Guarantors in this Supplemental Indenture and the Notes shall bind their respective successors. All agreements of Citibank and the Trustee in this Supplemental Indenture shall bind their successors.

Section 2.5 **Severability**. In case any provision in this Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 2.6 **Multiple Originals**. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Supplemental Indenture. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 2.7 **WAIVER OF JURY TRIAL**. THE COMPANY, THE GUARANTORS, CITIBANK AND THE TRUSTEE, HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE.

Section 2.8 **Effect of Headings**. The headings of the Articles and Sections of this Supplemental Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

Section 2.9 **Supplemental Indenture Controls**. In the event there is any conflict or inconsistency between the Indenture and this Supplemental Indenture, the provisions of this Supplemental Indenture shall control.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year written above.

MAGNUM HUNTER RESOURCES CORPORATION

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Executive Vice President and Chief Financial Officer

GUARANTORS:

ALPHA HUNTER DRILLING, LLC

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Vice President

BAKKEN HUNTER, LLC

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Executive Vice President

EAGLE FORD HUNTER, INC.

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Vice President, Treasurer & Secretary

HUNTER AVIATION, LLC

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Vice President & Treasurer

HUNTER REAL ESTATE, LLC

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Vice President

[Signature Page to First Supplemental Indenture]

MAGNUM HUNTER PRODUCTION, LLC

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Chief Financial Officer

MAGNUM HUNTER RESOURCES GP, LLC

BY: MAGNUM HUNTER RESOURCES CORPORATION, its Sole Member

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Executive Vice President and Chief Financial Officer

MAGNUM HUNTER RESOURCES, LP

BY: MAGNUM HUNTER RESOURCES GP, LLC, its General Partner

BY: MAGNUM HUNTER RESOURCES CORPORATION, its Sole Member

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Executive Vice President and Chief Financial Officer

NGAS GATHERING, LLC

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Chief Financial Officer

NGAS HUNTER, LLC

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Vice President and Treasurer

[Signature Page to First Supplemental Indenture]

PRC WILLISTON LLC

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Vice President

TRIAD HUNTER, LLC

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Vice President

WILLISTON HUNTER, INC.

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Executive Vice President and Chief Financial Officer

WILLISTON HUNTER ND, LLC

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Vice President and Treasurer

[Signature Page to First Supplemental Indenture]

TRUSTEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION
Solely in its capacity as Trustee

By: /s/ Geoffrey J. Lewis
Name: Geoffrey J. Lewis
Title: Assistant Vice President

[Signature Page to First Supplemental Indenture]

PAYING AGENT, REGISTRAR AND AUTHENTICATING AGENT:

CITIBANK, N.A.
Solely in its capacity as Paying Agent, Registrar and Authenticating Agent

By: /s/ Valerie Delgado
Name: Valerie Delgado

Title: Vice President

[Signature Page to First Supplemental Indenture]

Exhibit 4.6.2

SECOND SUPPLEMENTAL INDENTURE

THIS SECOND SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of December 13, 2012, is by and among Magnum Hunter Marketing, LLC, a Delaware limited liability company ("Marketing"), Viking International Resources Co., Inc., a Delaware corporation ("Viking" and together with Marketing, the "Additional Guarantors"), Citibank, N.A., as paying agent, registrar and authenticating agent (in such capacities, "Citibank"), and Wilmington Trust, National Association, as trustee (the "Trustee").

WHEREAS, Magnum Hunter Resources Corporation, a Delaware corporation (the "Company"), certain subsidiaries of the Company, as guarantors, Citibank and the Trustee are parties to that certain Indenture dated as of May 16, 2012, as amended by that certain First Supplemental Indenture dated as of October 18, 2012 and effective as of May 16, 2012 (collectively, the "Indenture"), providing for the issuance of the Company' s 9.750% Senior Notes due 2020.

WHEREAS, Section 4.12 of the Indenture provides that under certain circumstances each of the Additional Guarantors is required to execute and deliver to Citibank and the Trustee a supplemental indenture pursuant to which such Additional Guarantor becomes a Guarantor under the Indenture;

WHEREAS, each of the Additional Guarantors has agreed to execute and deliver this Second Supplemental Indenture; and

WHEREAS, pursuant to Section 9.01 of the Indenture, Citibank and the Trustee are authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

ARTICLE I
GUARANTEE

Section 1.1 **Guarantee**. Each Additional Guarantor hereby unconditionally and irrevocably guarantees the Guaranteed Obligations on the terms and subject to the conditions set forth in the Indenture, including but not limited to Article 10 thereof, and subject to the limitations therein.

Section 1.2 **Joinder to Indenture**. Each Additional Guarantor hereby agrees (a) to be bound as a Guarantor by all of the terms and conditions of the Indenture to the same extent as each of the other Guarantors thereunder and (b) that each reference in the Indenture to a "Guarantor" shall also mean and be a reference to such Additional Guarantor.

ARTICLE II
MISCELLANEOUS PROVISIONS

Section 2.1 **Defined Terms**. For all purposes of this Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this Supplemental Indenture and defined in the Indenture have the meanings specified in the Indenture.

Section 2.2 **Indenture; Notes**. Except as expressly supplemented hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Securityholder heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby and all terms and conditions of both shall be read together as though they constitute a single instrument.

Section 2.3 **Governing Law**. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 2.4 **Successors**. All agreements of the Additional Guarantors in this Supplemental Indenture shall bind their respective successors.

Section 2.5 **Severability**. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 2.6 **Multiple Originals**. The parties hereto may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Supplemental Indenture. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 2.7 **WAIVER OF JURY TRIAL**. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE.

Section 2.8 **Effect of Headings**. The headings of the Articles and Sections of this Supplemental Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

Section 2.9 **Supplemental Indenture Controls**. In the event there is any conflict or inconsistency between the Indenture and this Supplemental Indenture, the provisions of this Supplemental Indenture shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year written above.

MAGNUM HUNTER MARKETING, LLC

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand
Title: Executive Vice President and Treasurer

VIKING INTERNATIONAL RESOURCES CO., INC.

By: /s/ Ronald D. Ormand
Name: Ronald D. Ormand

Title: Executive Vice President and Treasurer

[Signature Page to Second Supplemental Indenture]

TRUSTEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION
Solely in its capacity as Trustee

By: /s/ Geoffrey J. Lewis
Name: Geoffrey J. Lewis
Title: Assistant Vice President

[Signature Page to Second Supplemental Indenture]

PAYING AGENT, REGISTRAR AND AUTHENTICATING AGENT:

CITIBANK, N.A.
Solely in its capacity as Paying Agent, Registrar and Authenticating Agent

By: /s/ Valerie Delgado
Name: Valerie Delgado
Title: Vice President

[Signature Page to Second Supplemental Indenture]

Exhibit 5.1

FULBRIGHT
& Jaworski L.L.P.
Attorneys at Law

2200 Ross Avenue, Suite 2800 • Dallas, Texas 75201-2784
Main: 214 855 8000 • Facsimile: 214 855 8200

January 14, 2013

Magnum Hunter Resources Corporation
Subsidiary Guarantors (as defined herein)

Ladies and Gentlemen:

We have acted as counsel to Magnum Hunter Resources Corporation, a Delaware corporation (the "Company"), and the Subsidiary Guarantors (as defined herein) in connection with the preparation of the Registration Statement on Form S-4 (the "Registration Statement") relating to the registration under the Securities Act of 1933, as amended (the "Securities Act"), of (i) $600,000,000 aggregate principal amount of the Company' s 9.750% Senior Notes due 2020 (the "Exchange Notes") to be issued in exchange for a like principal amount of the Company' s issued and outstanding 9.750% Senior Notes due 2020 (the "Outstanding Notes"), and (ii) the guarantees of the Exchange Notes (the "Guarantees") of the Company' s subsidiaries identified in the Registration Statement (the "Subsidiary Guarantors"), including the Company' s subsidiaries listed in ***Annex A***, attached hereto (the "Applicable Subsidiary Guarantors"), to be issued in the exchange of the Exchange Notes and the Outstanding Notes. The Exchange Notes will be issued under the same indenture as the Outstanding Notes, which indenture is dated as of May 16, 2012 (as amended or supplemented and in effect, the "Indenture"), among the Company, the Subsidiary Guarantors, Wilmington Trust, National Association, as trustee (the "Trustee"), and Citibank, N.A., as paying agent, registrar and authenticating agent (the "Paying Agent").

In connection with the foregoing, we have examined originals or copies of such corporate records, limited liability company records and limited partnership records, as applicable, of the Company and the Applicable Subsidiary Guarantors, certificates and other communications of public officials, certificates of officers, managers, members and partners, as applicable, of the Company and the Applicable Subsidiary Guarantors and such other documents as we have deemed necessary for the purpose of rendering the opinions expressed herein. As to questions of fact material to those opinions, we have, to the extent we deemed appropriate, relied on certificates of officers of the Company and the Applicable Subsidiary Guarantors and on certificates and other communications of public officials. We have assumed the genuineness of all signatures on and the authenticity of all documents submitted to us as originals, the conformity to authentic original documents of all documents submitted to us as copies, and the legal capacity of each individual who signed any of those documents. We have also assumed that (i) the Indenture has been duly authorized, executed and delivered by each of the Trustee and the Paying Agent and constitutes the legal, valid and binding obligation of each of the Trustee and the Paying Agent, and (ii) the Registration Statement and any amendments thereto (including post-effective amendments) will have become effective under the Securities Act and

the Indenture will have been qualified under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

Based upon the foregoing, and upon an examination of such questions of law as we have considered necessary or appropriate, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we advise you that, in our opinion:

1. The Exchange Notes and the Guarantees of the Applicable Subsidiary Guarantors have been duly authorized;

2. When (i) the Registration Statement has been declared effective under the Securities Act and the Indenture has been qualified under the Trust Indenture Act, and (ii) the Exchange Notes have been duly executed and issued by the Company, duly authenticated by the Trustee as provided in the Indenture and duly delivered against surrender and cancellation of like principal amount of the Outstanding Notes in the manner described in the Registration Statement, the Exchange Notes will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms; and

3. When (i) the Registration Statement has been declared effective under the Securities Act and the Indenture has been qualified under the Trust Indenture Act, and (ii) the Guarantees have been duly executed and issued by the Subsidiary Guarantors and duly delivered against surrender and cancellation of the corresponding guarantees of like principal amount of the Outstanding Notes in the manner described in the Registration Statement, the Guarantees will constitute valid and binding obligations of each Subsidiary Guarantor, enforceable against each Subsidiary Guarantor in accordance with their terms.

The opinions expressed herein are limited exclusively to the federal laws of the United States of America, the laws of the State of New York, the laws of the State of Texas, the laws of the State of Colorado, the Delaware Constitution, and the General Corporation Law and the Limited Liability Company Act of the State of Delaware and reported judicial interpretations of such laws, and we are expressing no opinion as to the effect of the laws of any other jurisdiction. Local counsel, Wyatt Tarrant & Combs, LLP, has rendered an opinion with regard to Subsidiary Guarantors that are organized or formed under the laws of the State of Kentucky, and such opinion has been filed with the Registration Statement.

The enforceability of the Exchange Notes and the Guarantees may be limited or affected by (a) bankruptcy, insolvency, reorganization, moratorium, liquidation, rearrangement, conservatorship, fraudulent transfer, fraudulent conveyance and other similar laws (including court decisions) now or hereafter in effect and affecting the rights and remedies of creditors generally or providing for the relief of debtors, (b) the refusal of a particular court to grant (i) equitable remedies, including, without limiting the generality of the foregoing, specific performance and injunctive relief, or (ii) a particular remedy sought under such documents as opposed to another remedy provided for therein or another remedy available at law or in equity, (c) general principles of equity (regardless of whether such remedies are sought in a proceeding in equity or at law) and (d) judicial discretion. In addition, we express no opinion concerning the

validity or enforceability of any provisions of the Exchange Notes or the Guarantees that purport to waive or not give effect to rights to notices, defenses, subrogation or other rights or benefits that cannot be effectively waived under applicable law, or any provision that relates to severability or separability or purports to require that all amendments, supplements or waivers to be in writing.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name under the caption "Legal Matters" in the prospectus included as part of the Registration Statement. This consent is not to be construed as an admission that we are a party whose consent is required to be filed with the Registration Statement under Section 7 of the Securities Act.

Very truly yours,

/s/ Fulbright & Jaworski L.L.P.

FULBRIGHT & JAWORSKI L.L.P.

Annex A

Applicable Subsidiary Guarantors

Entity	State of Formation or Organization
Alpha Hunter Drilling, LLC	Delaware
Bakken Hunter, LLC	Delaware
Eagle Ford Hunter, Inc.	Colorado
Hunter Aviation, LLC	Delaware
Hunter Real Estate, LLC	Delaware
Magnum Hunter Marketing, LLC	Delaware
Magnum Hunter Resources GP, LLC	Delaware
Magnum Hunter Resources, LP	Delaware
NGAS Hunter, LLC	Delaware
PRC Williston LLC	Delaware
Triad Hunter, LLC	Delaware
Triad Hunter, LLC	Delaware
Williston Hunter, Inc.	Delaware
Williston Hunter ND, LLC	Delaware
Viking International Resources Co., Inc.	Delaware

Exhibit 5.2

January 14, 2013

Magnum Hunter Resources Corporation
Magnum Hunter Production, Inc.
NGAS Gathering, LLC
777 Post Oak Boulevard, Suite 650
Houston, Texas 77056

Ladies and Gentlemen,

As special Kentucky counsel for Magnum Hunter Production, Inc., a Kentucky corporation ("*MHP*"), and NGAS Gathering, LLC, a Kentucky limited liability company ("*NGAS*" and, together with MHP, the "*Local Guarantors*"), we are rendering this opinion in connection with the preparation by Magnum Hunter Resources Corporation, a Delaware corporation (the "*Company*"), and certain subsidiary guarantors of the Company, including the Local Guarantors, of a Registration Statement on Form S-4 to be filed with the Securities and Exchange Commission on or about the date hereof (the "*Registration Statement*"). Pursuant to the Registration Statement, the Company is registering under the Securities Act of 1933, $600,000,000 aggregate principal amount of its 9.750% Senior Notes due 2020 (the "*Exchange Notes*") and related guarantees in exchange for an equivalent principal amount of the Company' s outstanding 9.750% Senior Notes due 2020 (the "*Outstanding Notes*") and related guarantees that are validly tendered and not validly withdrawn prior to the consummation of the exchange offer.

You have informed us that the Exchange Notes and related guarantees will be issued (and the Outstanding Notes and related guarantees were issued) pursuant to an Indenture, dated as of May 16, 2012 (the "*Indenture*"), among the Company, certain subsidiary guarantors of the Company from time to time party thereto, including the Local Guarantors, Wilmington Trust, National Association, as trustee (the "*Trustee*"), and Citibank, N.A., as paying agent, registrar and authenticating agent. Accordingly, the Local Guarantors will each issue a guarantee with respect to the Exchange Notes (the "*Guarantees*").

We have been retained solely for the purpose of rendering certain opinions pursuant to Kentucky law with respect to the Local Guarantors in connection with the preparation and filing of the Registration Statement.

I. Documents Examined

In rendering the opinions set forth herein, we have examined the following documents (collectively, the "*Corporate Documents*"):

(a) The Registration Statement;

(b) The Indenture;

(c) The Guarantees as evidenced by the Indenture;

(d) (i) Articles of Incorporation of MHP (f/k/a Daugherty Petroleum, Inc.), as amended, certified by the Kentucky Secretary of State as of May 10, 2012; (ii) Bylaws of MHP; (iii) Resolutions of MHP, dated December 18, 2012 and May 11, 2012, all of (i), (ii) and (iii) as certified, as applicable, in those certain Secretary' s Certificates of certain subsidiary-guarantors of the

Company (including the Local Guarantors) dated as of May 16, 2012 and December 18, 2012; and (iv) Certificate of Existence of MHP issued by the Kentucky Secretary of State on January 9, 2013;

(e) (i) Articles of Organization of NGAS certified by the Kentucky Secretary of State as of May 10, 2012; (ii) Operating Agreement of NGAS, dated December 28, 2004, as amended on June 10, 2008; (iii) Resolutions of the Managing Member/Manager of NGAS, dated December 18, 2012 and May 11, 2012, all of (i), (ii) and (iii) as certified, as applicable, in those certain Secretary' s Certificates of certain subsidiary-guarantors of the Company (including the Local Guarantors) dated as of May 16, 2012 and December 18, 2012; and (iv) Certificate of Existence of NGAS issued by the Kentucky Secretary of State on January 9, 2013; and

(f) Secretary' s Certificates of certain subsidiary-guarantors of the Company (including the Local Guarantors) dated as of May 16, 2012 and December 18, 2012.

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such other corporate records, agreements and instruments of the Local Guarantors, certificates of public officials and officers or other appropriate representatives of the Local Guarantors, and such other documents, records and instruments, and we have made such legal and factual inquiries, as we have deemed necessary or appropriate as a basis for us to render the opinions hereinafter expressed. In our examination of the Corporate Documents and the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies. When relevant facts were not independently established, we have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to certificates and statements of appropriate representatives of the Local Guarantors.

II. Opinions

Based on the foregoing, and subject to the assumptions, qualifications, limitations and exceptions set forth herein, we are of the opinion that:

(a) MHP is a corporation validly existing and in good standing under the laws of the Commonwealth of Kentucky. NGAS is a limited liability company validly existing and in good standing under the laws of the Commonwealth of Kentucky;

(b) The Local Guarantors have the corporate or limited liability company power, as applicable, to enter into the Indenture and the Guarantees;

(c) The Indenture has been duly authorized by all necessary corporate or limited liability company action, as applicable, of the Local Guarantors and executed and delivered by the Local Guarantors;

(d) The Guarantees have been duly authorized by all necessary corporate or limited liability company action, as applicable, of the respective Local Guarantors. Each Guarantee will be duly executed and delivered by the respective Local Guarantor when the Guarantee has been (i) signed by an officer of the Local Guarantor duly authorized to do so by the resolutions of the Local Guarantor' s Board of Directors or Managing Member/Manager, as applicable, and (ii) delivered to the Trustee in accordance with the Terms of the Indenture.

(e) No consent, approval, authorization or other order of any governmental agency or body of the Commonwealth of Kentucky generally applicable to entities such as the Local Guarantors, or, to our knowledge, of any court of the Commonwealth of Kentucky, is required by the Local Guarantors for the execution and delivery of the respective Guarantees.

III. Qualifications and Limitations

In addition to the assumptions, qualifications, limitations and exceptions set forth above, the opinions set forth herein are further limited by, subject to and based upon the following assumptions, qualifications, limitations and exceptions:

(a) The due authorization, execution and delivery by the parties thereto of all documents examined by us (other than the due authorization of the Indenture and Guarantees by the Local Guarantors).

(b) The accuracy, completeness, and genuineness of all representations and certifications made to or obtained by us, including those of public officials.

(c) The accuracy and completeness of records of Local Guarantors provided to us.

(d) That each of the Corporate Documents remain in full force and effect.

(e) The opinions in II(a) above are based solely upon our review of the Certificates of Existence listed in I(d) and (e) above and our opinions with respect to such matters are limited accordingly.

(f) No opinion is expressed regarding: (i) the laws, statutes and ordinances, administrative decisions, rules and regulations and other legal requirements of counties, towns,

municipalities and political subdivisions of Kentucky; or (ii) any law or regulation concerning securities, taxation, labor, employee benefits, environmental protection, anti-trust or unfair competition.

(g) We are members of the Bar of the Commonwealth of Kentucky and we do not hold ourselves out as being conversant with, and express no opinion as to, the laws of any jurisdiction other than Kentucky.

(h) Where we render an opinion "to our knowledge," it is based solely upon the actual knowledge of the attorneys who have been directly involved in preparing this opinion, and means that in the course of such preparation no facts have come to our attention that would give us actual knowledge or actual notice that the opinion is not accurate.

(i) The opinions included in this letter are intended for your use in connection with your preparation and filing of the Registration Statement as described above and may be relied upon by you and by other persons permitted to do so under applicable provisions of the Securities Act of 1933. The opinions included in this letter are not to be made available to or relied upon by any other person or entity, nor may this letter be relied upon or used by you for any other purpose, without our prior express written consent. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name under the caption "Legal Matters" in the Prospectus which is a part of the Registration Statement. In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Securities Act of 1933 or the rules and regulations of the Securities and Exchange Commission thereunder. This letter is rendered as of the date hereof and we disclaim any undertaking to advise you hereafter of any facts, circumstances, events or developments hereafter occurring or coming to our attention which may alter, affect or modify the opinions expressed herein.

We do not render any opinions except as expressly set forth above. The opinion set forth herein is made as of the date hereof.

Very truly yours,

/s/ Wyatt, Tarrant & Combs, LLP

WYATT, TARRANT & COMBS, LLP

Exhibit 21.1

Legal Name	Jurisdiction
54NG, LLC	Kentucky
Alpha Hunter Drilling, LLC	Delaware
Arkoma Gathering, LLC	Delaware
Bakken Hunter, LLC	Delaware
Eagle Ford Hunter, Inc. (d/b/a Eagle Ford Hunter Resources, Inc.)	Colorado
Energy Hunter Securities, Inc.	Kentucky
Eureka Hunter Holdings, LLC	Delaware
Eureka Hunter Land, LLC	Delaware
Eureka Hunter Pipeline, LLC	Delaware
Hunter Aviation, LLC	Delaware
Hunter Real Estate, LLC	Delaware
Licking River Gathering, LLC	Kentucky
Magnum Hunter Marketing, LLC	Delaware
Magnum Hunter Midstream, LLC	Delaware
Magnum Hunter Production, Inc.	Kentucky
Magnum Hunter Resources GP, LLC	Delaware
Magnum Hunter Resources LP	Delaware
Magnum Hunter Services, LLC	Delaware
MHR CallCo Corporation	Alberta
MHR ExchangeCo Corporation	Alberta
NGAS Gathering, LLC	Kentucky
NGAS Hunter, LLC	Delaware
PRC Williston, LLC	Delaware
Sentra Corporation	Kentucky
TransTex Hunter, LLC	Delaware
Triad Hunter Gathering, LLC	Delaware
Triad Hunter, LLC	Delaware
Viking International Resources Co., Inc.	Delaware
Viking Pipeline of Ohio, LLC	Delaware
Viking Pipeline of West Virginia, LLC	Delaware
Williston Hunter Canada, Inc.	Alberta
Williston Hunter ND, LLC	Delaware
Williston Hunter, Inc.	Delaware

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-4 of Magnum Hunter Resources Corporation of

(i) our report dated February 29, 2012 (except for Note 16 as to which the date is January 11, 2013), relating to our audits of the consolidated financial statements of Magnum Hunter Resources Corporation and subsidiaries (collectively, the "Company") as of December 31, 2011 and 2010 and for each of the years ended December 31, 2011, 2010 and 2009, and the financial statement schedule for the year ended December 31, 2011, appearing in Exhibit 99.1 to the Company' s Current Report on Form 8-K filed on January 11, 2013;

(ii) our report dated February 29, 2012 relating to the effectiveness of the Company' s internal control over financial reporting as of December 31, 2011, appearing in the Annual Report on Form 10-K of the Company for the year ended December 31, 2011, as amended;

(iii) our report dated August 3, 2012, relating to our audit of the statements of revenues and direct operating expenses of the oil and gas properties purchased by Bakken Hunter, LLC, from Baytex Energy USA, Ltd. for the year ended December 31, 2011, appearing in Exhibit 99.1 to the Company' s Amendment No. 1 to Current Report on Form 8-K filed on August 6, 2012; and

(iv) our report dated December 21, 2012, relating to our audits of the financial statements of PRC Williston, LLC, as of December 31, 2011 and 2010 and for each of the years ended December 31, 2011, 2010 and 2009, appearing in Exhibit 99.2 to the Company' s Current Report on Form 8-K filed on January 11, 2013.

We also consent to the references to our firm under the caption "Experts" in the Prospectus, which is part of this Registration Statement.

/s/ Hein & Associates LLP

Hein & Associates LLP
Dallas, Texas
January 11, 2013

Exhibit 23.2

CONSENT OF INDEPENDENT PETROLEUM CONSULTANTS

December 20, 2012

Magnum Hunter Resources Corporation
777 Post Oak Blvd, Suite 650
Houston, TX 77056

Gentlemen:

As independent petroleum consultants, we hereby consent to the incorporation by reference in this Registration Statement on Form S-4 of Magnum Hunter Resources Corporation and any amendment thereof, of (i) information relating to our report setting forth the estimates of the oil and gas reserves and revenues from the oil and gas reserves of Magnum Hunter Resources Corporation as of December 31, 2011, appearing in the Annual Report on Form 10-K of the Company for the year ended December 31, 2011, as amended, and (ii) information relating to our report concerning Magnum Hunter Resources Corporation' s proved oil and gas quantities in the United States (other than North Dakota reserves) as of June 30, 2012, appearing in the Current Report on Form 8-K of the Company filed on July 19, 2012. We also consent to the references to our firm contained in this Registration Statement, including under the caption "Experts."

Very truly yours,

/s/ W. Todd Brooker, P.E.

W. Todd Brooker, P.E.
Senior Vice President
Cawley Gillespie & Associates, Inc
Texas Registered Engineering Firm (F-693)

Exhibit 23.3

700, 850 – 2nd Street SW
Calgary AB T2P 0R8
Canada

Tel: 403-648-3200
Fax: 586-774-5398
www.deloitte.ca

January 14, 2013

Magnum Hunter Resources Corporation
777 Post Oak Blvd., Suite 650
Houston, Texas 77056

Dear Sirs/Madams:

RE: Letter of consent

As independent petroleum consultants, we hereby consent to the incorporation by reference in this Registration Statement on Form S-4 of Magnum Hunter Resources Corporation (the "Company") and any amendment thereof, of (i) information relating to our report setting forth the estimates of the Company' s Canadian and North Dakota oil and natural gas reserves and the present value of future net revenues therefrom as of December 31, 2011, appearing in the Annual Report on Form 10-K of the Company for the year ended December 31, 2011, as amended, and (ii) information relating to our audit of the Company' s internal estimates with respect to the Company' s North Dakota and Canadian oil and natural gas reserves as of June 30, 2012, previously "furnished" and not "filed" in the Current Report on Form 8-K of the Company filed on July 19, 2012. We also consent to the references to our firm contained in this Registration Statement, including under the caption "Experts.

Yours truly,

/s/ Douglas S. Ashton, P. Eng.
Douglas S. Ashton, P. Eng.
Partner
Deloitte & Touche LLP

Exhibit 25.1

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

☐ CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

WILMINGTON TRUST, NATIONAL ASSOCIATION

(Exact name of trustee as specified in its charter)

16-1486454
(I.R.S. employer identification no.)

1100 North Market Street
Wilmington, DE 19890
(Address of principal executive offices)

Robert C. Fiedler
Vice President and Counsel
1100 North Market Street
Wilmington, Delaware 19890
(302) 651-8541
(Name, address and telephone number of agent for service)

Magnum Hunter Resources Corporation
(Exact name of obligor as specified in its charter)

Delaware	**86-0879278**
(State of incorporation)	(I.R.S. employer identification no.)
777 Post Oak Boulevard, Suite 650 **Houston, Texas** (Address of principal executive offices)	**77056** (Zip Code)

9.750% Senior Notes due 2020
(Title of the indenture securities)

Item 1. GENERAL INFORMATION. Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Comptroller of Currency, Washington, D.C.
Federal Deposit Insurance Corporation, Washington, D.C.

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

Item 2. AFFILIATIONS WITH THE OBLIGOR. *If the obligor is an affiliate of the trustee, describe each affiliation:*

Based upon an examination of the books and records of the trustee and upon information furnished by the obligor, the obligor is not an affiliate of the trustee.

Item 16. LIST OF EXHIBITS. Listed below are all exhibits filed as part of this Statement of Eligibility and Qualification.

1. A copy of the Charter for Wilmington Trust, National Association, incorporated by reference to Exhibit 1 of Form T-1.

2. The authority of Wilmington Trust, National Association to commence business was granted under the Charter for Wilmington Trust, National Association, incorporated herein by reference to Exhibit 1 of Form T-1.

3. The authorization to exercise corporate trust powers was granted under the Charter for Wilmington Trust, National Association, incorporated herein by reference to Exhibit 1 of Form T-1.

4. A copy of the existing By-Laws of Trustee, as now in effect, incorporated herein by reference to Exhibit 4 of form T-1.

5. Not applicable.

6. The consent of Trustee as required by Section 321(b) of the Trust Indenture Act of 1939, incorporated herein by reference to Exhibit 6 of Form T-1.

7. Current Report of the Condition of Trustee, published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

8. Not applicable.

9. Not applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Wilmington Trust, National Association, a national banking association organized and existing under the laws of the United States of America, has duly caused this Statement of Eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York and State of New York on the 12th day of December, 2012.

WILMINGTON TRUST,
NATIONAL ASSOCIATION

By: : /s/ Geoffrey J. Lewis
Name: Geoffrey J. Lewis
Title: Assistant Vice President

EXHIBIT 1

CHARTER OF WILMINGTON TRUST, NATIONAL ASSOCIATION

ARTICLES OF ASSOCIATION
OF
WILMINGTON TRUST, NATIONAL ASSOCIATION

For the purpose of organizing an association to perform any lawful activities of national banks, the undersigned do enter into the following articles of association:

FIRST. The title of this association shall be Wilmington Trust, National Association.

SECOND. The main office of the association shall be in the City of Wilmington, County of New Castle, State of Delaware. The general business of the association shall be conducted at its main office and its branches.

THIRD. The board of directors of this association shall consist of not less than five nor more than twenty-five persons, unless the OCC has exempted the bank from the 25-member limit. The exact number is to be fixed and determined from time to time by resolution of a majority of the full board of directors or by resolution of a majority of the shareholders at any annual or special meeting thereof. Each director shall own common or preferred stock of the association or of a holding company owning the association, with an aggregate par, fair market or equity value $1,000. Determination of these values may be based as of either (i) the date of purchase or (ii) the date the person became a director, whichever value is greater. Any combination of common or preferred stock of the association or holding company may be used.

Any vacancy in the board of directors may be filled by action of a majority of the remaining directors between meetings of shareholders. The board of directors may not increase the number of directors between meetings of shareholders to a number which:

1) exceeds by more than two the number of directors last elected by shareholders where the number was 15 or less; or

2) exceeds by more than four the number of directors last elected by shareholders where the number was 16 or more, but in no event shall the number of directors exceed 25, unless the OCC has exempted the bank from the 25-member limit.

Directors shall be elected for terms of one year and until their successors are elected and qualified. Terms of directors, including directors selected to fill vacancies, shall expire at the next regular meeting of shareholders at which directors are elected, unless the directors resign or are removed from office. Despite the expiration of a director' s term, the director shall continue to serve until his or her successor is elected and qualifies or until there is a decrease in the number of directors and his or her position is eliminated.

Honorary or advisory members of the board of directors, without voting power or power of final decision in matters concerning the business of the association, may be appointed by resolution of a majority of the full board of directors, or by resolution of shareholders at any annual or special meeting. Honorary or advisory directors shall not be counted to determine the number of directors of the association or the presence of a quorum in connection with any board action, and shall not be required to own qualifying shares.

FOURTH. There shall be an annual meeting of the shareholders to elect directors and transact whatever other business may be brought before the meeting. It shall be held at the main office or any other convenient place the board of directors may designate, on the day of each year specified therefor in

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the bylaws, or, if that day falls on a legal holiday in the state in which the association is located, on the next following banking day. If no election is held on the day fixed, or in the event of a legal holiday on the following banking day, an election may be held on any subsequent day within 60 days of the day fixed, to be designated by the board of directors, or, if the directors fail to fix the day, by shareholders representing two-thirds of the shares issued and outstanding. In all cases at least 10 days advance notice of the time, place and purpose of a shareholders' meeting shall be given to the shareholders by first class mail, unless the OCC determines that an emergency circumstance exists. The sole shareholder of the bank is permitted to waive notice of the shareholders' meeting.

In all elections of directors, the number of votes each common shareholder may cast will be determined by multiplying the number of shares such shareholder owns by the number of directors to be elected. Those votes may be cumulated and cast for a single candidate or may be distributed among two or more candidates in the manner selected by the shareholder. If, after the first ballot, subsequent ballots are necessary to elect directors, a shareholder may not vote shares that he or she has already fully cumulated and voted in favor of a successful candidate. On all other questions, each common shareholder shall be entitled to one vote for each share of stock held by him or her.

Nominations for election to the board of directors may be made by the board of directors or by any stockholder of any outstanding class of capital stock of the association entitled to vote for election of directors. Nominations other than those made by or on behalf of the existing management shall be made in writing and be delivered or mailed to the president of the association not less than 14 days nor more than 50 days prior to any meeting of shareholders called for the election of directors; provided, however, that if less than 21 days notice of the meeting is given to shareholders, such nominations shall be mailed or delivered to the president of the association not later than the close of business on the seventh day following the day on which the notice of meeting was mailed. Such notification shall contain the following information to the extent known to the notifying shareholder:

1) The name and address of each proposed nominee.
2) The principal occupation of each proposed nominee.
3) The total number of shares of capital stock of the association that will be voted for each proposed nominee.
4) The name and residence address of the notifying shareholder.
5) The number of shares of capital stock of the association owned by the notifying shareholder.

Nominations not made in accordance herewith may, in his/her discretion, be disregarded by the chairperson of the meeting, and the vote tellers may disregard all votes cast for each such nominee. No bylaw may unreasonably restrict the nomination of directors by shareholders.

A director may resign at any time by delivering written notice to the board of directors, its chairperson, or to the association, which resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

A director may be removed by shareholders at a meeting called to remove the director, when notice of the meeting stating that the purpose or one of the purposes is to remove the director is provided, if there is a failure to fulfill one of the affirmative requirements for qualification, or for cause; provided, however, that a director may not be removed if the number of votes sufficient to elect the director under cumulative voting is voted against the director' s removal.

FIFTH. The authorized amount of capital stock of this association shall be ten thousand shares of common stock of the par value of one hundred dollars ($100) each; but said capital stock may be increased or decreased from time to time, according to the provisions of the laws of the United States.

No holder of shares of the capital stock of any class of the association shall have any preemptive or preferential right of subscription to any shares of any class of stock of the association, whether now or hereafter authorized, or to any obligations convertible into stock of the association, issued, or sold, nor any right of subscription to any thereof other than such, if any, as the board of directors, in its discretion, may from time to time determine and at such price as the board of directors may from time to time fix. Preemptive rights also must be approved by a vote of holders of two-thirds of the bank' s outstanding voting shares. Unless otherwise specified in these articles of association or required by law, (1) all matters requiring shareholder action, including amendments to the articles of association, must be approved by shareholders owning a majority voting interest in the outstanding voting stock, and (2) each shareholder shall be entitled to one vote per share.

Unless otherwise specified in these articles of association or required by law, all shares of voting stock shall be voted together as a class, on any matters requiring shareholder approval. If a proposed amendment would affect two or more classes or series in the same or a substantially similar way, all the classes or series so affected must vote together as a single voting group on the proposed amendment.

Shares of one class or series may be issued as a dividend for shares of the same class or series on a pro rata basis and without consideration. Shares of one class or series may be issued as share dividends for a different class or series of stock if approved by a majority of the votes entitled to be cast by the class or series to be issued, unless there are no outstanding shares of the class or series to be issued. Unless otherwise provided by the board of directors, the record date for determining shareholders entitled to a share dividend shall be the date authorized by the board of directors for the share dividend.

Unless otherwise provided in the bylaws, the record date for determining shareholders entitled to notice of and to vote at any meeting is the close of business on the day before the first notice is mailed or otherwise sent to the shareholders, provided that in no event may a record date be more than 70 days before the meeting.

If a shareholder is entitled to fractional shares pursuant to a stock dividend, consolidation or merger, reverse stock split or otherwise, the association may: (a) issue fractional shares; (b) in lieu of the issuance of fractional shares, issue script or warrants entitling the holder to receive a full share upon surrendering enough script or warrants to equal a full share; (c) if there is an established and active market in the association' s stock, make reasonable arrangements to provide the shareholder with an opportunity to realize a fair price through sale of the fraction, or purchase of the additional fraction required for a full share; (d) remit the cash equivalent of the fraction to the shareholder; or (e) sell full shares representing all the fractions at public auction or to the highest bidder after having solicited and received sealed bids from at least three licensed stock brokers; and distribute the proceeds pro rata to shareholders who otherwise would be entitled to the fractional shares. The holder of a fractional share is entitled to exercise the rights for shareholder, including the right to vote, to receive dividends, and to participate in the assets of the association upon liquidation, in proportion to the fractional interest. The holder of script or warrants is not entitled to any of these rights unless the script or warrants explicitly provide for such rights. The script or warrants may be subject to such additional conditions as: (1) that the script or warrants will become void if

not exchanged for full shares before a specified date; and (2) that the shares for which the script or warrants are exchangeable may be sold at the option of the association and the proceeds paid to scriptholders.

The association, at any time and from time to time, may authorize and issue debt obligations,

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whether or not subordinated, without the approval of the shareholders. Obligations classified as debt, whether or not subordinated, which may be issued by the association without the approval of shareholders, do not carry voting rights on any issue, including an increase or decrease in the aggregate number of the securities, or the exchange or reclassification of all or part of securities into securities of another class or series.

SIXTH. The board of directors shall appoint one of its members president of this association, and one of its members chairperson of the board and shall have the power to appoint one or more vice presidents, a secretary who shall keep minutes of the directors' and shareholders' meetings and be responsible for authenticating the records of the association, and such other officers and employees as may be required to transact the business of this association.

A duly appointed officer may appoint one or more officers or assistant officers if authorized by the board of directors in accordance with the bylaws.

The board of directors shall have the power to:

1) Define the duties of the officers, employees, and agents of the association.
2) Delegate the performance of its duties, but not the responsibility for its duties, to the officers, employees, and agents of the association.
3) Fix the compensation and enter into employment contracts with its officers and employees upon reasonable terms and conditions consistent with applicable law.
4) Dismiss officers and employees.
5) Require bonds from officers and employees and to fix the penalty thereof.
6) Ratify written policies authorized by the association' s management or committees of the board.
7) Regulate the manner in which any increase or decrease of the capital of the association shall be made, provided that nothing herein shall restrict the power of shareholders to increase or decrease the capital of the association in accordance with law, and nothing shall raise or lower from two-thirds the percentage required for shareholder approval to increase or reduce the capital.
8) Manage and administer the business and affairs of the association.
9) Adopt initial bylaws, not inconsistent with law or the articles of association, for managing the business and regulating the affairs of the association.
10) Amend or repeal bylaws, except to the extent that the articles of association reserve this power in whole or in part to shareholders.
11) Make contracts.
12) Generally perform all acts that are legal for a board of directors to perform.

SEVENTH. The board of directors shall have the power to change the location of the main office to any other place within the limits of Wilmington, Delaware, without the approval of the shareholders, or with a vote of shareholders owning two-thirds of the stock of such association for a relocation outside such limits and upon receipt of a certificate of approval from the Comptroller of the Currency, to any other location within or outside the limits of Wilmington Delaware, but not more than 30 miles beyond such limits. The board of directors shall have the power to establish or change the location of any branch or branches of the association to any other location permitted under applicable law, without approval of shareholders, subject to approval by the Comptroller of the Currency.

EIGHTH. The corporate existence of this association shall continue until termination according to the laws of the United States.

NINTH. The board of directors of this association, or any one or more shareholders owning, in the aggregate, not less than 50 percent of the stock of this association, may call a special meeting of shareholders at any time. Unless otherwise provided by the bylaws or the laws of the United States, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given at least 10 days prior to the meeting by first-class mail, unless the OCC determines that an emergency circumstance exists. If the association is a wholly-owned subsidiary, the sole shareholder may waive notice of the shareholders' meeting. Unless otherwise provided by the bylaws or these articles, any action requiring approval of shareholders must be effected at a duly called annual or special meeting.

TENTH. For purposes of this Article Tenth, the term "institution-affiliated party" shall mean any institution-affiliated party of the association as such term is defined in 12 U.S.C. 1813(u).

Any institution-affiliated party (or his or her heirs, executors or administrators) may be indemnified or reimbursed by the association for reasonable expenses actually incurred in connection with any threatened, pending or completed actions or proceedings and appeals therein, whether civil, criminal, governmental, administrative or investigative, in accordance with and to the fullest extent permitted by law, as such law now or hereafter exists; provided, however, that when an administrative proceeding or action instituted by a federal banking agency results in a final order or settlement pursuant to which such person: (i) is assessed a civil money penalty, (ii) is removed from office or prohibited from participating in the conduct of the affairs of the association, or (iii) is required to cease and desist from or to take any affirmative action described in 12 U.S.C. 1818(b) with respect to the association, then the association shall require the repayment of all legal fees and expenses advanced pursuant to the next succeeding paragraph and may not indemnify such institution-affiliated parties (or their heirs, executors or administrators) for expenses, including expenses for legal fees, penalties or other payments incurred. The association shall provide indemnification in connection with an action or proceeding (or part thereof) initiated by an institution-affiliated party (or by his or her heirs, executors or administrators) only if such action or proceeding (or part thereof) was authorized by the board of directors.

Expenses incurred by an institution-affiliated party (or by his or her heirs, executors or administrators) in connection with any action or proceeding under 12 U.S.C. 164 or 1818 may be paid by the association in advance of the final disposition of such action or proceeding upon (a) a determination by the board of directors acting by a quorum consisting of directors who are not parties to such action or proceeding that the institution-affiliated party (or his or her heirs, executors or administrators) has a reasonable basis for prevailing on the merits, (b) a determination that the indemnified individual (or his or her heirs, executors or administrators) will have the financial capacity to reimburse the bank in the event he or she does not prevail, (c) a determination that the payment of expenses and fees by the association will not adversely affect the safety and soundness of the association, and (d) receipt of an undertaking by or on behalf of such institution-affiliated party (or by his or her heirs, executors or administrators) to repay such advancement in the event of a final order or settlement pursuant to which such person: (i) is assessed a civil money penalty, (ii) is removed from office or prohibited from participating in the conduct of the affairs of the association, or (iii) is required to cease and desist from or to take any affirmative action described in 12 U.S.C. 1818(b) with respect to the association. In all other instances, expenses incurred by an institution-affiliated party (or by his or her heirs, executors or administrators) in connection with any action or proceeding as to which indemnification may be given under these articles of association may be paid by the association in advance of the final disposition of such action or proceeding upon (a) receipt of an undertaking by or on behalf of such institution-affiliated party (or by or on behalf of his or her heirs, executors or administrators) to repay such advancement in the event that

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such institution-affiliated party (or his or her heirs, executors or administrators) is ultimately found not to be entitled to indemnification as authorized by these articles of association and (b) approval by the board of directors acting by a quorum consisting of directors who are not parties to such action or proceeding or, if such a quorum is not obtainable, then approval by stockholders. To the extent

permitted by law, the board of directors or, if applicable, the stockholders, shall not be required to find that the institution-affiliated party has met the applicable standard of conduct provided by law for indemnification in connection with such action or proceeding.

In the event that a majority of the members of the board of directors are named as respondents in an administrative proceeding or civil action and request indemnification, the remaining members of the board may authorize independent legal counsel to review the indemnification request and provide the remaining members of the board with a written opinion of counsel as to whether the conditions delineated in the first four paragraphs of this Article Tenth have been met. If independent legal counsel opines that said conditions have been met, the remaining members of the board of directors may rely on such opinion in authorizing the requested indemnification.

In the event that all of the members of the board of directors are named as respondents in an administrative proceeding or civil action and request indemnification, the board shall authorize independent legal counsel to review the indemnification request and provide the board with a written opinion of counsel as to whether the conditions delineated in the first four paragraphs of this Article Tenth have been met. If legal counsel opines that said conditions have been met, the board of directors may rely on such opinion in authorizing the requested indemnification.

To the extent permitted under applicable law, the rights of indemnification and to the advancement of expenses provided in these articles of association (a) shall be available with respect to events occurring prior to the adoption of these articles of association, (b) shall continue to exist after any restrictive amendment of these articles of association with respect to events occurring prior to such amendment, (c) may be interpreted on the basis of applicable law in effect at the time of the occurrence of the event or events giving rise to the action or proceeding, or on the basis of applicable law in effect at the time such rights are claimed, and (d) are in the nature of contract rights which may be enforced in any court of competent jurisdiction as if the association and the institution-affiliated party (or his or her heirs, executors or administrators) for whom such rights are sought were parties to a separate written agreement.

The rights of indemnification and to the advancement of expenses provided in these articles of association shall not, to the extent permitted under applicable law, be deemed exclusive of any other rights to which any such institution affiliated party (or his or her heirs, executors or administrators) may now or hereafter be otherwise entitled whether contained in these articles of association, the bylaws, a resolution of stockholders, a resolution of the board of directors, or an agreement providing such indemnification, the creation of such other rights being hereby expressly authorized. Without limiting the generality of the foregoing, the rights of indemnification and to the advancement of expenses provided in these articles of association shall not be deemed exclusive of any rights, pursuant to statute or otherwise, of any such institution-affiliated party (or of his or her heirs, executors or administrators) in any such action or proceeding to have assessed or allowed in his or her favor, against the association or otherwise, his or her costs and expenses incurred therein or in connection therewith or any part thereof.

If this Article Tenth or any part hereof shall be held unenforceable in any respect by a court of competent jurisdiction, it shall be deemed modified to the minimum extent necessary to make it enforceable, and the remainder of this Article Tenth shall remain fully enforceable.

The association may, upon affirmative vote of a majority of its board of directors, purchase insurance to indemnify its institution-affiliated parties to the extent that such indemnification is allowed in these articles of association; provided, however, that no such insurance shall include coverage to pay or reimburse any institution-affiliated party for the cost of any judgment or civil money penalty assessed against such person in an administrative proceeding or civil action commenced by any federal banking agency. Such insurance may, but need not, be for the benefit of all institution-affiliated parties.

ELEVENTH. These articles of association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the stock of this association, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount. The association' s board of directors may propose one or more amendments to the articles of association for submission to the shareholders.

EXHIBIT 4

BY-LAWS OF WILMINGTON TRUST, NATIONAL ASSOCIATION

AMENDED AND RESTATED BYLAWS

OF

WILMINGTON TRUST, NATIONAL ASSOCIATION

ARTICLE I
Meetings of Shareholders

Section 1. Annual Meeting. The annual meeting of the shareholders to elect directors and transact whatever other business may properly come before the meeting shall be held at the main office of the association, Rodney Square North, 1100 Market Street, City of Wilmington, State of Delaware, at 1:00 o' clock p.m. on the first Tuesday in March of each year, or at such other place and time as the board of directors may designate, or if that date falls on a legal holiday in Delaware, on the next following banking day. Notice of the meeting shall be mailed by first class mail, postage prepaid, at least 10 days and no more than 60 days prior to the date thereof, addressed to each shareholder at his/her address appearing on the books of the association. If, for any cause, an election of directors is not made on that date, or in the event of a legal holiday, on the next following banking day, an election may be held on any subsequent day within 60 days of the date fixed, to be designated by the board of directors, or, if the directors fail to fix the date, by shareholders representing two-thirds of the shares. In these circumstances, at least 10 days' notice must be given by first class mail to shareholders.

Section 2. Special Meetings. Except as otherwise specifically provided by statute, special meetings of the shareholders may be called for any purpose at any time by the board of directors or by any one or more shareholders owning, in the aggregate, not less than fifty percent of the stock of the association. Every such special meeting, unless otherwise provided by law, shall be called by mailing, postage prepaid, not less than 10 days nor more than 60 days prior to the date fixed for the meeting, to each shareholder at the address appearing on the books of the association a notice stating the purpose of the meeting.

The board of directors may fix a record date for determining shareholders entitled to notice and to vote at any meeting, in reasonable proximity to the date of giving notice to the shareholders of such meeting. The record date for determining shareholders entitled to demand a special meeting is the date the first shareholder signs a demand for the meeting describing the purpose or purposes for which it is to be held.

A special meeting may be called by shareholders or the board of directors to amend the articles of association or bylaws, whether or not such bylaws may be amended by the board of directors in the absence of shareholder approval.

If an annual or special shareholders' meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting before adjournment, unless any additional items of business are to be considered, or the association becomes aware of an intervening event materially affecting any matter to be voted on more than 10 days prior to the date to which the meeting is adjourned. If a new record date for the adjourned meeting is fixed, however, notice of the adjourned meeting must be given to persons who are shareholders as of the new record date. If, however, the meeting to elect the directors is adjourned before the election takes place, at least ten days' notice of the new election must be given to the shareholders by first-class mail.

Section 3. Nominations of Directors. Nominations for election to the board of directors may be made by the board of directors or by any stockholder of any outstanding class of capital stock of the association entitled to vote for the election of directors. Nominations, other than those made by or on behalf of the existing management of the association, shall be made in writing and shall be delivered or mailed to the president of the association and the Comptroller of the Currency, Washington, D.C., not less than 14 days nor more than 50 days prior to any meeting of shareholders called for the election of directors; *provided, however,* that if less than 21 days' notice of the meeting is given to shareholders, such nomination shall be mailed or delivered to the president of the association not later than the close of business on the seventh day following the day on which the notice of meeting was mailed. Such notification shall contain the following information to the extent known to the notifying shareholder:

(1) The name and address of each proposed nominee;

(2) The principal occupation of each proposed nominee;

(3) The total number of shares of capital stock of the association that will be voted for each proposed nominee;

(4) The name and residence of the notifying shareholder; and

(5) The number of shares of capital stock of the association owned by the notifying shareholder.

Nominations not made in accordance herewith may, in his/her discretion, be disregarded by the chairperson of the meeting, and upon his/her instructions, the vote tellers may disregard all votes cast for each such nominee.

Section 4. Proxies. Shareholders may vote at any meeting of the shareholders by proxies duly authorized in writing, but no officer or employee of this association shall act as proxy. Proxies shall be valid only for one meeting, to be specified therein, and any adjournments of such meeting. Proxies shall be dated and filed with the records of the meeting. Proxies with facsimile signatures may be used and unexecuted proxies may be counted upon receipt of a written confirmation from the shareholder. Proxies meeting the above requirements submitted at any time during a meeting shall be accepted.

Section 5. Quorum. A majority of the outstanding capital stock, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders, unless otherwise provided by law, or by the shareholders or directors pursuant to Article IX, Section 2, but less than a quorum may adjourn any meeting, from time to time, and the meeting may be held, as adjourned, without further notice. A majority of the votes cast shall decide every question or matter submitted to the shareholders at any meeting, unless otherwise provided by law or by the articles of association, or by the shareholders or directors pursuant to Article IX, Section 2. If a meeting for the election of directors is not held on the fixed date, at least 10 days' notice must be given by first-class mail to the shareholders.

ARTICLE II
Directors

Section 1. Board of Directors. The board of directors shall have the power to manage and administer the business and affairs of the association. Except as expressly limited by law, all corporate powers of the association shall be vested in and may be exercised by the board of directors.

Section 2. Number. The board of directors shall consist of not less than five nor more than twenty-five members, unless the OCC has exempted the bank from the 25-member limit. The exact number within such minimum and maximum limits is to be fixed

and determined from time to time by resolution of a majority of the full board of directors or by resolution of a majority of the shareholders at any meeting thereof.

Section 3. Organization Meeting. The secretary or treasurer, upon receiving the certificate of the judges of the result of any election, shall notify the directors-elect of their election and of the time at which they are required to meet at the main office of the association, or at such other place in the cities of Wilmington, Delaware or Buffalo, New York, to organize the new board of directors and elect and appoint officers of the association for the succeeding year. Such meeting shall be held on the day of the election or as soon thereafter as practicable, and, in any event, within 30 days thereof. If, at the time fixed for such meeting, there shall not be a quorum, the directors present may adjourn the meeting, from time to time, until a quorum is obtained.

Section 4. Regular Meetings. The Board of Directors may, at any time and from time to time, by resolution designate the place, date and hour for the holding of a regular meeting, but in the absence of any such designation, regular meetings of the board of directors shall be held, without notice, on the first Tuesday of each March, June and September, and on the second Tuesday of each December at the main office or other such place as the board of directors may designate. When any regular meeting of the board of directors falls upon a holiday, the meeting shall be held on the next banking business day unless the board of directors shall designate another day.

Section 5. Special Meetings. Special meetings of the board of directors may be called by the Chairman of the Board of the association, or at the request of two or more directors. Each member of the board of directors shall be given notice by telegram, first class mail, or in person stating the time and place of each special meeting.

Section 6. Quorum. A majority of the entire board then in office shall constitute a quorum at any meeting, except when otherwise provided by law or these bylaws, but a lesser number may adjourn any meeting, from time to time, and the meeting may be held, as adjourned, without further notice. If the number of directors present at the meeting is reduced below the number that would constitute a quorum, no business may be transacted, except selecting directors to fill vacancies in conformance with Article II, Section 7. If a quorum is present, the board of directors may take action through the vote of a majority of the directors who are in attendance.

Section 7. Meetings by Conference Telephone. Any one or more members of the board of directors or any committee thereof may participate in a meeting of such board or committees by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation in a meeting by such means shall constitute presence in person at such meeting.

Section 8. Procedures. The order of business and all other matters of procedure at every

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meeting of the board of directors may be determined by the person presiding at the meeting.

Section 9. Removal of Directors. Any director may be removed for cause, at any meeting of stockholders notice of which shall have referred to the proposed action, by vote of the stockholders. Any director may be removed without cause, at any meeting of stockholders notice of which shall have referred to the proposed action, by the vote of the holders of a majority of the shares of the Corporation entitled to vote. Any director may be removed for cause, at any meeting of the directors notice of which shall have referred to the proposed action, by vote of a majority of the entire Board of Directors.

Section 10. Vacancies. When any vacancy occurs among the directors, a majority of the remaining members of the board of directors, according to the laws of the United States, may appoint a director to fill such vacancy at any regular meeting of the board of directors, or at a special meeting called for that purpose at which a quorum is present, or if the directors remaining in office constitute fewer than a quorum of the board of directors, by the affirmative vote of a majority of all the directors remaining in office, or by

shareholders at a special meeting called for that purpose in conformance with Section 2 of Article I. At any such shareholder meeting, each shareholder entitled to vote shall have the right to multiply the number of votes he or she is entitled to cast by the number of vacancies being filled and cast the product for a single candidate or distribute the product among two or more candidates. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new director may not take office until the vacancy occurs.

ARTICLE III
Committees of the Board

The board of directors has power over and is solely responsible for the management, supervision, and administration of the association. The board of directors may delegate its power, but none of its responsibilities, to such persons or committees as the board may determine.

The board of directors must formally ratify written policies authorized by committees of the board of directors before such policies become effective. Each committee must have one or more member(s), and who may be an officer of the association or an officer or director of any affiliate of the association, who serve at the pleasure of the board of directors. Provisions of the articles of association and these bylaws governing place of meetings, notice of meeting, quorum and voting requirements of the board of directors, apply to committees and their members as well. The creation of a committee and appointment of members to it must be approved by the board of directors.

Section 1. Loan Committee. There shall be a loan committee composed of not less than 2 directors, appointed by the board of directors annually or more often. The loan committee, on behalf of the bank, shall have power to discount and purchase bills, notes and other evidences of debt, to buy and sell bills of exchange, to examine and approve loans and discounts, to exercise authority regarding loans and discounts, and to exercise, when the board of directors is not in session, all other powers of the board of directors that may lawfully be delegated. The loan committee shall keep minutes of its meetings, and such minutes shall be submitted at the next regular meeting of the board of directors at which a quorum is present, and any action taken by the board of directors with respect thereto shall be entered in the minutes of the board of directors.

Section 2. Investment Committee. There shall be an investment committee composed of not less than 2 directors, appointed by the board of directors annually or more often. The investment committee, on behalf of the bank, shall have the power to ensure adherence to the investment policy, to recommend amendments thereto, to purchase and sell securities, to exercise authority regarding

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investments and to exercise, when the board of directors is not in session, all other powers of the board of directors regarding investment securities that may be lawfully delegated. The investment committee shall keep minutes of its meetings, and such minutes shall be submitted at the next regular meeting of the board of directors at which a quorum is present, and any action taken by the board of directors with respect thereto shall be entered in the minutes of the board of directors.

Section 3. Examining Committee. There shall be an examining committee composed of not less than 2 directors, exclusive of any active officers, appointed by the board of directors annually or more often. The duty of that committee shall be to examine at least once during each calendar year and within 15 months of the last examination the affairs of the association or cause suitable examinations to be made by auditors responsible only to the board of directors and to report the result of such examination in writing to the board of directors at the next regular meeting thereafter. Such report shall state whether the association is in a sound condition, and whether adequate internal controls and procedures are being maintained and shall recommend to the board of directors such changes in the manner of conducting the affairs of the association as shall be deemed advisable.

Notwithstanding the provisions of the first paragraph of this section 3, the responsibility and authority of the Examining Committee may, if authorized by law, be given over to a duly constituted audit committee of the association' s parent corporation by a resolution duly adopted by the board of directors.

Section 4. Trust Audit Committee. There shall be a trust audit committee in conformance with Section 1 of Article V.

Section 5. Other Committees. The board of directors may appoint, from time to time, from its own members, compensation, special litigation and other committees of one or more persons, for such purposes and with such powers as the board of directors may determine.

However, a committee may not:

(1) Authorize distributions of assets or dividends;

(2) Approve action required to be approved by shareholders;

(3) Fill vacancies on the board of directors or any of its committees;

(4) Amend articles of association;

(5) Adopt, amend or repeal bylaws; or

(6) Authorize or approve issuance or sale or contract for sale of shares, or determine the designation and relative rights, preferences and limitations of a class or series of shares.

Section 6. Committee Members' Fees. Committee members may receive a fee for their services as committee members and traveling and other out-of-pocket expenses incurred in attending any meeting of a committee of which they are a member. The fee may be a fixed sum to be paid for attending each meeting or a fixed sum to be paid quarterly, or semiannually, irrespective of the number of meetings attended or not attended. The amount of the fee and the basis on which it shall be paid shall be determined by the Board of Directors.

ARTICLE IV
Officers and Employees

Section 1. Chairperson of the Board. The board of directors shall appoint one of its members to be the chairperson of the board to serve at its pleasure. Such person shall preside at all meetings of the board of directors. The chairperson of the board shall supervise the carrying out of the policies adopted or approved by the board of directors; shall have general executive powers, as well as the specific powers conferred by these bylaws; and shall also have and may exercise such further powers and duties as from time to time may be conferred upon or assigned by the board of directors.

Section 2. President. The board of directors shall appoint one of its members to be the president of the association. In the absence of the chairperson, the president shall preside at any meeting of the board of directors. The president shall have general executive powers and shall have and may exercise any and all other powers and duties pertaining by law, regulation, or practice to the office of president, or imposed by these bylaws. The president shall also have and may exercise such further powers and duties as from time to time may be conferred or assigned by the board of directors.

Section 3. Vice President. The board of directors may appoint one or more vice presidents. Each vice president shall have such powers and duties as may be assigned by the board of directors. One vice president shall be designated by the board of directors, in the absence of the president, to perform all the duties of the president.

Section 4. Secretary. The board of directors shall appoint a secretary, treasurer, or other designated officer who shall be secretary of the board of directors and of the association and who shall keep accurate minutes of all meetings. The secretary shall attend to the giving of all notices required by these bylaws; shall be custodian of the corporate seal, records, documents and papers of the association; shall provide for the keeping of proper records of all transactions of the association; shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice to the office of treasurer, or imposed by these bylaws; and shall also perform such other duties as may be assigned from time to time, by the board of directors.

Section 5. Other Officers. The board of directors may appoint one or more assistant vice presidents, one or more trust officers, one or more assistant secretaries, one or more assistant treasurers, one or more managers and assistant managers of branches and such other officers and attorneys in fact as from time to time may appear to the board of directors to be required or desirable to transact the business of the association. Such officers shall respectively exercise such powers and perform such duties as pertain to their several offices, or as may be conferred upon or assigned to them by the board of directors, the chairperson of the board, or the president. The board of directors may authorize an officer to appoint one or more officers or assistant officers.

Section 6. Tenure of Office. The president and all other officers shall hold office for the current year for which the board of directors was elected, unless they shall resign, become disqualified, or be removed; and any vacancy occurring in the office of president shall be filled promptly by the board of directors.

Section 7. Resignation. An officer may resign at any time by delivering notice to the association. A resignation is effective when the notice is given unless the notice specifies a later effective date.

ARTICLE V
Fiduciary Activities

Section 1. Trust Audit Committee. There shall be a Trust Audit Committee composed of not less than 2 directors, appointed by the board of directors, which shall, at least once during each calendar year make suitable audits of the association' s fiduciary activities or cause suitable audits to be made by auditors responsible only to the board, and at such time shall ascertain whether fiduciary powers have been administered according to law, Part 9 of the Regulations of the Comptroller of the Currency, and sound fiduciary principles. Such committee: (1) must not include any officers of the bank or an affiliate who participate significantly in the administration of the bank' s fiduciary activities; and (2) must consist of a majority of members who are not also members of any committee to which the board of directors has delegated power to manage and control the fiduciary activities of the bank.

Notwithstanding the provisions of the first paragraph of this section 1, the responsibility and authority of the Trust Audit Committee may, if authorized by law, be given over to a duly constituted audit committee of the association' s parent corporation by a resolution duly adopted by the board of directors.

Section 2. Fiduciary Files. There shall be maintained by the association all fiduciary records necessary to assure that its fiduciary responsibilities have been properly undertaken and discharged.

Section 3. Trust Investments. Funds held in a fiduciary capacity shall be invested according to the instrument establishing the fiduciary relationship and applicable law. Where such instrument does not specify the character and class of investments to be made, but does vest in the association investment discretion, funds held pursuant to such instrument shall be invested in investments in which corporate fiduciaries may invest under applicable law.

ARTICLE VI
Stock and Stock Certificates

Section 1. Transfers. Shares of stock shall be transferable on the books of the association, and a transfer book shall be kept in which all transfers of stock shall be recorded. Every person becoming a shareholder by such transfer shall in proportion to such shareholder' s shares, succeed to all rights of the prior holder of such shares. The board of directors may impose conditions upon the transfer of the stock reasonably calculated to simplify the work of the association with respect to stock transfers, voting at shareholder meetings and related matters and to protect it against fraudulent transfers.

Section 2. Stock Certificates. Certificates of stock shall bear the signature of the president (which may be engraved, printed or impressed) and shall be signed manually or by facsimile process by the secretary, assistant secretary, treasurer, assistant treasurer, or any other officer appointed by the board of directors for that purpose, to be known as an authorized officer, and the seal of the association shall be engraved thereon. Each certificate shall recite on its face that the stock represented thereby is transferable only upon the books of the association properly endorsed.

The board of directors may adopt or use procedures for replacing lost, stolen, or destroyed stock certificates as permitted by law.

The association may establish a procedure through which the beneficial owner of shares that are registered in the name of a nominee may be recognized by the association as the shareholder. The procedure may set forth:

(1) The types of nominees to which it applies;

(2) The rights or privileges that the association recognizes in a beneficial owner;

(3) How the nominee may request the association to recognize the beneficial owner as the shareholder;

(4) The information that must be provided when the procedure is selected;

(5) The period over which the association will continue to recognize the beneficial owner as the shareholder;

(6) Other aspects of the rights and duties created.

ARTICLE VII
Corporate Seal

Section 1. Seal. The seal of the association shall be in such form as may be determined from time to time by the board of directors. The president, the treasurer, the secretary or any assistant treasurer or assistant secretary, or other officer thereunto designated by the board of directors shall have authority to affix the corporate seal to any document requiring such seal and to attest the same. The seal on any corporate obligation for the payment of money may be facsimile.

ARTICLE VIII
Miscellaneous Provisions

Section 1. Fiscal Year. The fiscal year of the association shall be the calendar year.

Section 2. Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies and other instruments or documents may be signed, executed, acknowledged, verified, delivered or accepted on behalf of the association by the chairperson of the board, or the president, or any vice president, or the secretary, or the treasurer, or, if in connection with the exercise of fiduciary powers of the association, by any of those offices or by any trust officer. Any such instruments may also be executed, acknowledged, verified, delivered or accepted on behalf of the association in such other manner and by such other officers as the board of directors may from time to time direct. The provisions of this section 2 are supplementary to any other provision of these bylaws.

Section 3. Records. The articles of association, the bylaws and the proceedings of all meetings of the shareholders, the board of directors, and standing committees of the board of directors shall be recorded in appropriate minute books provided for that purpose. The minutes of each meeting shall be signed by the secretary, treasurer or other officer appointed to act as secretary of the meeting.

Section 4. Corporate Governance Procedures. To the extent not inconsistent with federal banking statutes and regulations, or safe and sound banking practices, the association may follow the Delaware General Corporation Law, Del. Code Ann. tit. 8 (1991, as amended 1994, and as amended thereafter) with respect to matters of corporate governance procedures.

Section 5. Indemnification. For purposes of this Section 5 of Article VIII, the term "institution-affiliated party" shall mean any institution-affiliated party of the association as such term is defined in 12 U.S.C. 1813(u).

Any institution-affiliated party (or his or her heirs, executors or administrators) may be indemnified or reimbursed by the association for reasonable expenses actually incurred in connection with any threatened, pending or completed actions or proceedings and appeals therein, whether civil, criminal, governmental, administrative or investigative, in accordance with and to the fullest extent permitted by law, as such law now or hereafter exists; provided, however, that when an administrative proceeding or action instituted by a federal banking agency results in a final order or settlement pursuant to which such person: (i) is assessed a civil money penalty, (ii) is removed from office or prohibited from participating in the conduct of the affairs of the association, or (iii) is required to cease and desist from or to take any affirmative action described in 12 U.S.C. 1818(b) with respect to the association, then the association shall require the repayment of all legal fees and expenses advanced pursuant to the next succeeding paragraph and may not indemnify such institution-affiliated parties (or their heirs, executors or administrators) for expenses, including expenses for legal fees, penalties or other payments incurred. The association shall provide indemnification in connection with an action or proceeding (or part thereof) initiated by an institution-affiliated party (or by his or her heirs, executors or administrators) only if such action or proceeding (or part thereof) was authorized by the board of directors.

Expenses incurred by an institution-affiliated party (or by his or her heirs, executors or administrators) in connection with any action or proceeding under 12 U.S.C. 164 or 1818 may be paid by the association in advance of the final disposition of such action or proceeding upon (a) a determination by the board of directors acting by a quorum consisting of directors who are not parties to such action or proceeding that the institution-affiliated party (or his or her heirs, executors or administrators) has a reasonable basis for prevailing on the merits, (b) a determination that the indemnified individual (or his or her heirs, executors or administrators) will have the financial capacity to reimburse the bank in the event he or she does not prevail, (c) a determination that the payment of expenses and fees by the association will not adversely affect the safety and soundness of the association, and (d) receipt of an undertaking by or on behalf of such institution-affiliated party (or by his or her heirs, executors or administrators) to repay such advancement in the event of a final order or settlement pursuant to which such person: (i) is assessed a civil money penalty, (ii) is removed from office or prohibited from participating in the conduct of the affairs of the association, or (iii) is required to cease and desist from or to take any affirmative action described in 12 U.S.C. 1818(b) with respect to the association. In all other instances, expenses incurred by an institution-affiliated party (or by his or her heirs, executors or administrators) in connection with any action or proceeding as to which indemnification may be given under these articles of association may be paid by the association in advance of the final disposition of such action or proceeding upon (a) receipt of an undertaking by or on behalf of such institution-affiliated party (or by or on behalf of his or her heirs, executors or administrators) to repay such advancement in the event that such institution-affiliated party (or his or her heirs,

executors or administrators) is ultimately found not to be entitled to indemnification as authorized by these bylaws and (b) approval by the board of directors acting by a quorum consisting of directors who are not parties to such action or proceeding or, if such a quorum is not obtainable, then approval by stockholders. To the extent permitted by law, the board of directors or, if applicable, the stockholders, shall not be required to find that the institution-affiliated party has met the applicable standard of conduct provided by law for indemnification in connection with such

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action or proceeding.

In the event that a majority of the members of the board of directors are named as respondents in an administrative proceeding or civil action and request indemnification, the remaining members of the board may authorize independent legal counsel to review the indemnification request and provide the remaining members of the board with a written opinion of counsel as to whether the conditions delineated in the first four paragraphs of this Section 5 of Article VIII have been met. If independent legal counsel opines that said conditions have been met, the remaining members of the board of directors may rely on such opinion in authorizing the requested indemnification.

In the event that all of the members of the board of directors are named as respondents in an administrative proceeding or civil action and request indemnification, the board shall authorize independent legal counsel to review the indemnification request and provide the board with a written opinion of counsel as to whether the conditions delineated in the first four paragraphs of this Section 5 of Article VIII have been met. If legal counsel opines that said conditions have been met, the board of directors may rely on such opinion in authorizing the requested indemnification.

To the extent permitted under applicable law, the rights of indemnification and to the advancement of expenses provided in these articles of association (a) shall be available with respect to events occurring prior to the adoption of these bylaws, (b) shall continue to exist after any restrictive amendment of these bylaws with respect to events occurring prior to such amendment, (c) may be interpreted on the basis of applicable law in effect at the time of the occurrence of the event or events giving rise to the action or proceeding, or on the basis of applicable law in effect at the time such rights are claimed, and (d) are in the nature of contract rights which may be enforced in any court of competent jurisdiction as if the association and the institution-affiliated party (or his or her heirs, executors or administrators) for whom such rights are sought were parties to a separate written agreement.

The rights of indemnification and to the advancement of expenses provided in these bylaws shall not, to the extent permitted under applicable law, be deemed exclusive of any other rights to which any such institution-affiliated party (or his or her heirs, executors or administrators) may now or hereafter be otherwise entitled whether contained in the association' s articles of association, these bylaws, a resolution of stockholders, a resolution of the board of directors, or an agreement providing such indemnification, the creation of such other rights being hereby expressly authorized. Without limiting the generality of the foregoing, the rights of indemnification and to the advancement of expenses provided in these bylaws shall not be deemed exclusive of any rights, pursuant to statute or otherwise, of any such institution-affiliated party (or of his or her heirs, executors or administrators) in any such action or proceeding to have assessed or allowed in his or her favor, against the association or otherwise, his or her costs and expenses incurred therein or in connection therewith or any part thereof.

If this Section 5 of Article VIII or any part hereof shall be held unenforceable in any respect by a court of competent jurisdiction, it shall be deemed modified to the minimum extent necessary to make it enforceable, and the remainder of this Section 5 of Article VIII shall remain fully enforceable.

The association may, upon affirmative vote of a majority of its board of directors, purchase insurance to indemnify its institution-affiliated parties to the extent that such indemnification is allowed in these bylaws; provided, however, that no such insurance shall include coverage for a final order assessing civil money penalties against such persons by a bank regulatory agency. Such insurance may, but need not, be for the benefit of all institution-affiliated parties.

ARTICLE IX
Inspection and Amendments

Section 1. Inspection. A copy of the bylaws of the association, with all amendments, shall at all times be kept in a convenient place at the main office of the association, and shall be open for inspection to all shareholders during banking hours.

Section 2. Amendments. The bylaws of the association may be amended, altered or repealed, at any regular meeting of the board of directors, by a vote of a majority of the total number of the directors except as provided below, and provided that the following language accompany any such change.

I, , certify that: (1) I am the duly constituted (secretary or treasurer) of and secretary of its board of directors, and as such officer am the official custodian of its records; (2) the foregoing bylaws are the bylaws of the association, and all of them are now lawfully in force and effect.

I have hereunto affixed my official signature on this day of .

_____
(Secretary or Treasurer)

The association' s shareholders may amend or repeal the bylaws even though the bylaws also may be amended or repealed by the board of directors.

EXHIBIT 6

Section 321(b) Consent

Pursuant to Section 321(b) of the Trust Indenture Act of 1939, as amended, Wilmington Trust, National Association hereby consents that reports of examinations by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon requests therefor.

WILMINGTON TRUST, NATIONAL ASSOCIATION

Dated:

By: /s/ Geoffrey J. Lewis
Name: Geoffrey J. Lewis
Title: Assistant Vice President

EXHIBIT 7

REPORT OF CONDITION

WILMINGTON TRUST, NATIONAL ASSOCIATION

As of the close of business on September 30, 2012:

	Thousands of Dollars
ASSETS	
Cash and balances due from depository institutions:	790,634
Securities:	16,357
Federal funds sold and securities purchased under agreement to resell:	0
Loans and leases held for sale:	0
Loans and leases net of unearned income, allowance:	592,471
Premises and fixed assets:	13,169
Other real estate owned:	0
Investments in unconsolidated subsidiaries and associated companies:	0
Direct and indirect investments in real estate ventures:	0
Intangible assets:	8,659
Other assets:	71,159
Total Assets:	1,492,449

	Thousands of Dollars
LIABILITIES	
Deposits	836,756
Federal funds purchased and securities sold under agreements to repurchase	159,000
Other borrowed money:	0
Other Liabilities:	94,239
Total Liabilities	1,089,995

	Thousands of Dollars
EQUITY CAPITAL	
Common Stock	1,000
Surplus	381,821
Retained Earnings	25,835
Accumulated other comprehensive income	(6,202)
Total Equity Capital	402,454
Total Liabilities and Equity Capital	1,492,449