UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
Under
THE SECURITIES ACT OF 1933

COTERRA ENERGY INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

04-3072771
(I.R.S. Employer Identification Number)

Three Memorial City Plaza
840 Gessner Road, Suite 1400
Houston, Texas 77024
Telephone: (281) 589-4600

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

Cimarex Energy Co. Amended and Restated 2019 Equity Incentive Plan
(Full title of the plan)

Francis B. Barron
Senior Vice President — General Counsel
Coterra Energy Inc.
Three Memorial City Plaza
840 Gessner Road, Suite 1400
Houston, Texas 77024
Telephone: (281) 589-4600

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

With copies to:

Ted W. Paris
Clinton W. Rancher
Eileen S. Boyce
Baker Botts L.L.P.
910 Louisiana Street
Houston, Texas 77002
(713) 229-1234

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

Large accelerated filer ☒ Accelerated filer ☐
If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

**CALCULATION OF REGISTRATION FEE**

<table>
<thead>
<tr>
<th>Title of each class of securities to be registered</th>
<th>Amount to be registered(1)</th>
<th>Proposed maximum offering price per share</th>
<th>Proposed maximum aggregate offering price(2)</th>
<th>Amount of registration fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common stock, par value $0.10 per share</td>
<td>32,331,617</td>
<td>$21.36</td>
<td>$690,603,339.12</td>
<td>$64,018.93</td>
</tr>
</tbody>
</table>

(1) Represents shares of common stock, par value $0.10 per share (“Common Stock”), of Coterra Energy Inc. (“Coterra”) issuable pursuant to equity awards to be granted under the Cimarex Energy Co. Amended and Restated 2019 Equity Incentive Plan (the “Plan”). The share reserve under the Plan was converted into a share reserve relating to Common Stock in connection with the transactions completed pursuant to the Agreement and Plan of Merger, dated as of May 23, 2021, by and among Coterra, Double C Merger Sub, Inc., a wholly owned subsidiary of Coterra, and Cimarex Energy Co. (as amended on June 29, 2021). Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement shall be deemed to cover an indeterminate number of additional shares that may become issuable as a result of stock splits, stock dividends or similar transactions pursuant to the anti-dilution provisions of the Plan.

(2) Estimated pursuant to Rules 457(c) and (h) solely for the purposes of computing the registration fee and based upon the average of the high and low prices reported in the consolidated reporting system for the Common Stock on the New York Stock Exchange on October 12, 2021.
EXPLANATORY NOTE

On October 1, 2021, Coterra Energy Inc. (“Coterra”) (formerly known as Cabot Oil & Gas Corporation) and Cimarex Energy Co. (“Cimarex”) consummated a transaction whereby Double C Merger Sub, Inc., a wholly owned subsidiary of Coterra (“Merger Sub”), merged with and into Cimarex (the “Merger”) as contemplated by, and in accordance with, the Agreement and Plan of Merger, dated as of May 23, 2021, by and among Coterra, Merger Sub and Cimarex (as amended on June 29, 2021, the “Merger Agreement”). As a result of the Merger, Cimarex became a subsidiary of Coterra.

At the effective time of the Merger, Coterra assumed the Cimarex Energy Co. Amended and Restated 2019 Equity Incentive Plan (the “Plan”) and the remaining share reserve thereunder, which was converted into a share reserve relating to shares of Coterra common stock, par value $0.10 per share (“Common Stock”), pursuant to the terms of the Merger Agreement.

This Registration Statement registers the offering of shares of Common Stock which may be made in connection with future awards made pursuant to the Plan.

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the employee benefit plan information required by Item 1 of Form S-8 and the statement of availability of registrant information and any other information required by Item 2 of Form S-8 will be sent or given to participants under the Plan as specified by Rule 428 under the Securities Act. In accordance with Rule 428 of the Securities Act and the requirements of Part I of Form S-8, such documents are not being filed with the Securities and Exchange Commission (the “Commission”) either as a part of this Registration Statement or as a prospectus or prospectus supplement pursuant to Rule 424 under the Securities Act. Coterra will maintain a file of such documents in accordance with the provisions of Rule 428. Upon request, Coterra will furnish to the Commission or its staff a copy or copies of all of the documents included in such file.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

This Registration Statement incorporates herein by reference the following documents, which have been filed with the Commission by Coterra (File No. 001-10447) pursuant to the Securities Act and the Securities Exchange Act of 1934, as amended (the “Exchange Act”):
Coterra’s Annual Report on Form 10-K for the fiscal year ended December 31, 2020;

Coterra’s Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2021 and June 30, 2021;

Coterra’s Current Reports on Form 8-K filed with the SEC on April 30, 2021, May 24, 2021, June 17, 2021, September 8, 2021, September 17, 2021, September 29, 2021, October 1, 2021 and October 7, 2021 (in each case excluding any information furnished pursuant to Item 2.02 or Item 7.01); and

The description of Coterra’s Common Stock, par value $0.10 per share, contained in Coterra’s Registration Statement on Form 8-A filed on January 24, 1990, as amended by Coterra’s Current Reports on Form 8-K filed on January 22, 2010, March 12, 2015, July 29, 2016, May 24, 2021, June 17, 2021 and October 1, 2021, and any other amendment or report filed for the purpose of updating such description.

All documents subsequently filed by Coterra pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment that indicates that all securities offered have been sold or that deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the respective date of filing of such documents (other than current reports furnished under Item 2.02 and Item 7.01 of Form 8-K).

Any statement contained in this Registration Statement, in an amendment hereto or in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed amendment or supplement to this Registration Statement or in any document that is incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.
Not Applicable.

Item 5. Interests of Named Experts and Counsel.
Not Applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the General Corporation Law of the State of Delaware (the “DGCL”) empowers a Delaware corporation to 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 such corporation) by reason of the fact that such person is or was a director or officer, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The indemnity may include expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided that 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. A Delaware corporation may indemnify directors, officers, employees and others in an action by or in the right of the corporation under the same conditions, except that no indemnification is permitted without judicial approval if the person to be indemnified has been adjudged to be liable to the corporation.

Where a director or officer is successful on the merits or otherwise in the defense of any action referred to above or in defense of any claim, issue or matter therein, the corporation must indemnify such director or officer against the expenses (including attorneys’ fees) which he or she actually and reasonably incurred in connection therewith.

Section 40 of Coterra’s bylaws provides for indemnification of Coterra’s directors and officers to the full extent permitted by law, as now in effect or later amended. Section 40 of Coterra’s bylaws provides that expenses incurred by a director or officer in defending a suit or other similar proceeding shall be paid by Coterra upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it is ultimately determined that such director or officer is not entitled to be indemnified by Coterra.
Additionally, Coterra’s certificate of incorporation contains a provision eliminating the personal liability of Coterra’s directors to Coterra or Coterra’s stockholders for monetary damages for breaches of the fiduciary duty of care as a director. As a result, Coterra’s stockholders may be unable to recover monetary damages against directors for negligent or grossly negligent acts or omissions in violation of their duty of care. The provision does not change the liability of a director for breach of his duty of loyalty to Coterra or to Coterra’s stockholders, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, for the declaration or payment of dividends in violation of Delaware law, or in respect of any transaction from which a director receives an improper personal benefit.

In addition to the indemnification provisions in Coterra’s certificate of incorporation and Coterra’s bylaws, Coterra has taken such other steps as are reasonably necessary to effect its indemnification policy. Included among such other steps is liability insurance provided by Coterra for its directors and officers for certain losses arising from claims or charges made against them in their capacities as directors or officers of Coterra. Coterra has also entered into indemnity agreements with individual officers. These agreements generally provide such officers with a contractual right to indemnification to the full extent provided by applicable law and Coterra’s bylaws as in effect at the respective dates of such agreements.

Coterra has placed in effect insurance which purports (1) to insure it against certain costs of indemnification which may be incurred by it pursuant to the aforementioned bylaw provision or otherwise and (2) to insure Coterra’s officers and directors and of specified subsidiaries against certain liabilities incurred by them in the discharge of their functions as officers and directors except for liabilities arising from their own malfeasance.

**Item 7. Exemption from Registration Claimed.**

Not Applicable.

**Item 8. Exhibits.**

**EXHIBIT INDEX**

<table>
<thead>
<tr>
<th>Exhibit No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1*</td>
<td>Restated Certificate of Incorporation of Coterra (incorporated herein by reference to Exhibit 3.3 to Coterra’s Current Report on Form 8-K filed with the SEC on October 1, 2021).</td>
</tr>
<tr>
<td>4.2*</td>
<td>Amended and Restated Bylaws of Coterra (incorporated herein by reference to Exhibit 3.4 to Coterra’s Current Report on Form 8-K filed with the SEC on October 1, 2021).</td>
</tr>
<tr>
<td>4.3*</td>
<td>Form of Certificate of Common Stock of Coterra (incorporated herein by reference to Exhibit 4.3 to the Registration Statement on Form S-8 of Coterra (Registration No. 333-260035)).</td>
</tr>
<tr>
<td>4.4</td>
<td>Cimarex Energy Co. Amended and Restated 2019 Equity Incentive Plan.</td>
</tr>
<tr>
<td>5.1</td>
<td>Opinion of Baker Botts L.L.P.</td>
</tr>
<tr>
<td>23.1</td>
<td>Consent of PricewaterhouseCoopers LLP.</td>
</tr>
<tr>
<td>23.2</td>
<td>Consent of KPMG LLP.</td>
</tr>
<tr>
<td>23.3</td>
<td>Consent of Miller and Lents, Ltd.</td>
</tr>
<tr>
<td>23.4</td>
<td>Consent of DeGolyer and MacNaughton.</td>
</tr>
<tr>
<td>23.5</td>
<td>Consent of Baker Botts L.L.P. (included in Exhibit 5.1).</td>
</tr>
<tr>
<td>24.1</td>
<td>Powers of Attorney of directors and officers of Coterra (included on the signature pages of this Registration statement).</td>
</tr>
</tbody>
</table>

* Incorporated by reference to the filing indicated.
Item 9. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) 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 this 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 this 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) under the Securities Act if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

Provided, however, that the undertakings set forth in paragraphs (a)(1)(i) and (a)(1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) 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.

(3) 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.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant’s annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan’s annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this 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.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Commission 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 the 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, the 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.
SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Coterra Energy Inc. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing this Registration Statement on Form S-8 and has duly caused such Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on October 13, 2021.

COTERRA ENERGY INC.

By: /s/ Thomas E. Jorden
    Thomas E. Jorden
    Chief Executive Officer, President and Director

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints each of Thomas E. Jorden, Scott C. Schroeder, Francis B. Barron, Todd M. Roemer and Deidre L. Shearer, as such person’s true and lawful attorney-in-fact and agent, with full power to act separately and full power of substitution and resubstitution, for such person and in such person’s 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 thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or such person’s substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this amendment to registration statement has been signed by the following persons in the capacities indicated on the 13th day of October, 2021.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>/s/ Thomas E. Jorden</td>
<td>Chief Executive Officer, President and Director</td>
<td>October 13, 2021</td>
</tr>
<tr>
<td></td>
<td>(Principal Executive Officer)</td>
<td></td>
</tr>
<tr>
<td>/s/ Scott C. Schroeder</td>
<td>Executive Vice President and Chief Financial Officer</td>
<td>October 13, 2021</td>
</tr>
<tr>
<td></td>
<td>(Principal Financial Officer)</td>
<td></td>
</tr>
<tr>
<td>/s/ Todd M. Roemer</td>
<td>Vice President and Chief Accounting Officer</td>
<td>October 13, 2021</td>
</tr>
<tr>
<td></td>
<td>(Principal Accounting Officer)</td>
<td></td>
</tr>
<tr>
<td>/s/ Dan O. Dinges</td>
<td>Executive Chairman</td>
<td>October 13, 2021</td>
</tr>
<tr>
<td>/s/ Dorothy M. Ables</td>
<td>Director</td>
<td>October 13, 2021</td>
</tr>
<tr>
<td>/s/ Robert S. Boswell</td>
<td>Director</td>
<td>October 13, 2021</td>
</tr>
<tr>
<td>/s/ Amanda M. Brock</td>
<td>Director</td>
<td>October 13, 2021</td>
</tr>
<tr>
<td>/s/ Paul N. Eckley</td>
<td>Director</td>
<td>October 13, 2021</td>
</tr>
<tr>
<td>Name</td>
<td>Title</td>
<td>Date</td>
</tr>
<tr>
<td>---------------------</td>
<td>-----------</td>
<td>------------</td>
</tr>
<tr>
<td>/s/ Hans Helmerich</td>
<td>Director</td>
<td>October 13, 2021</td>
</tr>
<tr>
<td>Hans Helmerich</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ Lisa A. Stewart</td>
<td>Director</td>
<td>October 13, 2021</td>
</tr>
<tr>
<td>Lisa A. Stewart</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ Frances M. Vallejo</td>
<td>Director</td>
<td>October 13, 2021</td>
</tr>
<tr>
<td>Frances M. Vallejo</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ Marcus A. Watts</td>
<td>Director</td>
<td>October 13, 2021</td>
</tr>
<tr>
<td>Marcus A. Watts</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CIMAREX ENERGY CO.
Amended and Restated 2019 EQUITY INCENTIVE PLAN

Adopted by the Board on February 17, 2021
Approved by the Company’s stockholders on May 12, 2021
8,720,723 shares total, consisting of 6,900,000 plus 1,820,723 available
On May 12, 2021 under 2019 Equity Incentive Plan

1. ESTABLISHMENT AND PURPOSE OF PLAN

Cimarex Energy Co., a Delaware corporation (the “Company”), hereby establishes the Cimarex Energy Co. Amended and Restated 2019 Equity Incentive Plan (the “Amended 2019 Plan”) as set forth in this document. The purpose of the Amended 2019 Plan is to promote the success of the Company and to increase stockholder value by providing an additional means to attract, motivate, retain and reward selected employees, non-employee directors, and other eligible persons through the grant of equity and cash Awards that align the interests of Amended 2019 Plan participants with the interests of the Company’s stockholders.

2. DEFINITIONS

2.1 Defined Terms. Whenever used in the Amended 2019 Plan, the following capitalized terms shall have the meanings set forth below:

(a) “Administrator” shall mean the Board or one or more committees appointed by the Board (or appointed by another committee within that committee’s delegated authority) to administer all or certain aspects of this Amended 2019 Plan, as set forth in Section 3 hereof.

(b) “Affiliate” shall have the meaning ascribed to such term in Rule 12b-2 of the General Rules and Regulations of the Exchange Act.

(c) “Amended 2019 Plan” shall have the meaning set forth in Section 1 hereof.

(d) “Award” shall mean a grant under the Amended 2019 Plan of an Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, Performance Stock Unit, cash Award, or Other Stock-Based Award.

(e) “Award Agreement” shall mean a written or electronic Award agreement or document evidencing the grant of an Award under the Amended 2019 Plan and containing the terms and conditions of such Award, as determined by the Administrator.

(f) “Board” shall mean the board of directors of the Company.

(g) “Cause” shall mean, with respect to any Participant, as determined by the Administrator and unless otherwise provided in an applicable agreement between the Participant and the Company or an Affiliate, (i) gross negligence or willful misconduct in connection with performance of duties; (ii) conviction of a criminal offense (other than minor traffic offenses); or (iii) material breach of any term of any employment, consulting or other services, confidentiality, intellectual property or non-competition agreement, if any, between the Participant and the Company or an Affiliate. Any determination by the Administrator whether an event constituting Cause has occurred will be final, binding and conclusive.

(h) “Change in Control” shall mean and shall be deemed to have occurred upon the occurrence of any one of the following:

1. the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a “Person”) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (i) the then outstanding shares of Common Stock (the “Outstanding Company Common Stock”) or (ii) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change in Control: (A) any acquisition directly from the Company, (B) any acquisition by the Company, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company or (D) any acquisition by any corporation pursuant to a transaction that described in clauses (i) and (ii) of subsection 3. below; or
2. during any period of twelve months beginning after the Effective Date, individuals who, as of the Effective Date, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director at the beginning of such twelve-month period, whose election, appointment or nomination for election by the Company’s stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

3. the closing of a reorganization, share exchange or merger (a “Business Combination”), in each case, unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Voting Securities immediately prior to such Business Combination will beneficially own, directly or indirectly, more than 40% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction will own the Company through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be and (ii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination or were elected, appointed or nominated by the Board; or

4. the closing of (i) a complete liquidation or dissolution of the Company or, (ii) the sale or other disposition of all or substantially all of the assets of the Company, other than to a corporation, with respect to which following such sale or other disposition, (A) more than 40% of, respectively, the then outstanding shares of common stock of such corporation and the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such sale or other disposition in substantially the same proportion as their ownership, immediately prior to such sale or other disposition, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, and (B) at least a majority of the members of the board of directors of such corporation were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such sale or other disposition of assets of the Company or were elected, appointed or nominated by the Board.

If required for compliance with Section 409A of the Code, in no event will a Change in Control be deemed to have occurred if the transaction is not also a “change in ownership or effective control of” the Company or a “change in the ownership of a substantial portion of the assets of” the Company as determined under Treasury Regulation Section 1.409A-3(i)(5).
(i) “Code” shall mean the Internal Revenue Code of 1986, as amended.

(j) “Common Stock” shall mean the common stock of the Company, par value $0.01 per share, and such other securities or property as may become the subject of Awards under this Amended 2019 Plan pursuant to an adjustment made under Section 8.1.

(k) “Company” shall mean Cimarex Energy Co., a Delaware corporation.

(l) “Disability” shall mean, unless otherwise provided in an employment, consulting or other services agreement, if any, or Award Agreement between the Participant and the Company or an Affiliate, the Participant (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than 3 months under an accident and health plan covering employees of the Company.

(m) “Effective Date” shall mean the date on which this Amended 2019 Plan is approved by the stockholders of the Company.

(n) “Eligible Person” shall have the meaning set forth in Section 5 hereof.


(p) “Fair Market Value” shall mean, unless otherwise determined by the Committee, the fair market value of a share of Common Stock as of a particular date, determined as follows: (i) the closing sale price reported for such share of Common Stock on the national securities exchange or national market system on which such stock is principally traded, or if no sale of shares of Common Stock is reported for such trading day, on the next preceding day on which a sale was reported, or (ii) if the shares of Common Stock are not then listed on a national securities exchange or national market system, or the value of such shares is not otherwise determinable, such value as determined by the Committee in good faith in its sole discretion consistent with the requirements under Section 409A of the Code.

(q) “Incentive Stock Option” or “ISO” shall mean an incentive stock option within the meaning of Section 422 of the Code.

(r) “Non-Qualified Stock Option” or “NSO” shall mean an Option other than an Incentive Stock Option.

(s) “Option” shall mean a compensatory stock option granted pursuant to Section 6.1.1.

(t) “Other-Stock Based Award” shall mean a stock-based Award issued pursuant to Section 6.1.7.

(u) “Participant” shall mean any Eligible Person that has been issued an Award under the Amended 2019 Plan.

(v) “Performance Stock Unit” or “PSU” shall mean a performance stock unit Award issued pursuant to Section 6.1.5.

(w) “Prior Plan” shall mean the Cimarex Energy Co. 2014 Equity Incentive Plan, as amended.

(x) “Restricted Stock” shall mean shares of forfeitable Common Stock issued pursuant to Section 6.1.3.

(y) “Restricted Stock Unit” or “RSU” shall mean a restricted stock unit issued pursuant to Section 6.1.4.
“Section 409A” shall mean section 409A of the Code and related Treasury regulations and pronouncements thereunder.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Share Limit” shall have the meaning set forth in Section 4.1.

“Stock Appreciation Right” or “SAR” shall mean a stock appreciation right granted pursuant to Section 6.1.2.

“Subsidiary” shall mean any corporation or other entity controlled by the Company directly or indirectly though one or more intermediaries.

2.2 Construction. Except where otherwise indicated by the context, any masculine term used herein also shall include the feminine, the plural shall include the singular, and the singular shall include the plural.

3. AMENDED 2019 PLAN ADMINISTRATION

3.1 Amended 2019 Plan Administrator. This Amended 2019 Plan shall be administered by, and all Awards under this Amended 2019 Plan shall be authorized by, the Administrator. Any committee appointed by the Board to act as the Administrator shall be comprised solely of one or more directors or such other number of directors as may be required under applicable law. A committee may delegate some or all of its authority to another committee so constituted. The Board or a committee comprised solely of directors may also delegate, to the extent permitted by applicable law, to one or more officers of the Company, its powers under this Amended 2019 Plan (a) to determine the Eligible Persons who will receive grants of Awards under this Amended 2019 Plan, and (b) to determine the number of shares subject to, and the other terms and conditions of, such Awards. The Board may delegate different levels of authority to different committees with administrative and grant authority under this Amended 2019 Plan. Unless otherwise provided in the bylaws of the Company or the applicable charter of any Administrator: (a) a majority of the members of the acting Administrator shall constitute a quorum, and (b) the affirmative vote of a majority of the members present assuming the presence of a quorum or the unanimous written consent of the members of the Administrator shall constitute due authorization of an action by the acting Administrator.

Award grants, and transactions in or involving Awards, intended to be exempt under Rule 16b-3 under the Exchange Act, must be duly and timely authorized by the Board or a committee consisting solely of two or more non-employee directors (as this requirement is applied under Rule 16b-3 promulgated under the Exchange Act). To the extent required by any applicable stock exchange, this Amended 2019 Plan shall be administered by a committee composed entirely of independent directors (as defined by the rules of the applicable stock exchange). Awards granted to non-employee directors shall not be subject to the discretion of any officer or employee of the Company and shall be administered exclusively by the Board or a committee consisting solely of independent directors.

3.2 Powers of the Administrator. Subject to the express provisions of this Amended 2019 Plan, the Administrator is authorized and empowered to do all things necessary or desirable in connection with the authorization of Awards and the administration of this Amended 2019 Plan (in the case of a committee or delegation to one or more officers, within the authority delegated to that committee or person(s)), including, without limitation, the authority to:

(a) determine eligibility and, from among those persons determined to be eligible, the particular Eligible Persons who will receive Awards under this Amended 2019 Plan;

(b) grant Awards to Eligible Persons, determine the price at which securities will be offered or Awarded and the number of securities to be offered or Awarded to any of such persons, determine the other specific terms and conditions of such Awards consistent with the express limits of this Amended 2019 Plan, establish the installments (if any) in which such Awards shall become exercisable or shall vest (which may include, without limitation, performance and/or time-based schedules), or determine that no delayed exercisability or vesting is required, establish any applicable performance targets, and establish the events of termination or reversion of such Awards;
(c) approve the forms of Award agreements (which need not be identical either as to type of Award or among Participants);

(d) construe and interpret this Amended 2019 Plan and any Award Agreements defining the rights and obligations of the Company, its Subsidiaries, and Participants under this Amended 2019 Plan, further define the terms used in this Amended 2019 Plan, and prescribe, amend and rescind rules and regulations relating to the administration of this Amended 2019 Plan or the Awards granted under this Amended 2019 Plan;

(e) cancel, modify, or waive the Company’s rights with respect to, or modify, discontinue, suspend, or terminate any or all outstanding Awards, subject to any required consent under Section 10.5.5;

(f) accelerate or extend the vesting or exercisability or extend the term of any or all such outstanding Awards (in the case of Options or Stock Appreciation Rights, within the maximum seven-year term of such Awards) in such circumstances as the Administrator may deem appropriate (including, without limitation, in connection with a termination of employment or services or other events of a personal nature) subject to any required consent under Section 10.5.5;

(g) adjust the number of shares of Common Stock subject to any Award, adjust the price of any or all outstanding Awards or otherwise change previously imposed terms and conditions, in such circumstances as the Administrator may deem appropriate, in each case subject to compliance with applicable stock exchange requirements, Sections 4 and 10.5.5, and provided that in no case (except due to an adjustment contemplated by Section 8) shall the terms of any outstanding Awards be amended (by amendment, cancellation and regrant, or other means) to reduce the per share exercise or base price of any outstanding Option or Stock Appreciation Right or other Award granted under this Amended 2019 Plan, or be exchanged for cash, other Awards or Option or Stock Appreciation Rights with an exercise price that is less than the per share exercise price of the original Option or Stock Appreciation Rights, without stockholder approval, and further provided that any adjustment or change in terms made pursuant to this Section 3.2(g) shall be made in a manner that, in the good faith determination of the Administrator will not likely result in the imposition of additional taxes or interest under Section 409A of the Code;

(h) determine the date of grant of an Award, which may be a designated date after but not before the date of the Administrator’s action (unless otherwise designated by the Administrator, the date of grant of an Award shall be the date upon which the Administrator took the action granting an Award);

(i) determine whether, and the extent to which, adjustments are required pursuant to Section 8 hereof and authorize the termination, conversion, substitution, acceleration or succession of Awards upon the occurrence of an event of the type described in Section 8;

(j) acquire or settle rights under Awards in cash, stock of equivalent value, or other consideration, subject to the provision of the Amended 2019 Plan; and

(k) determine the Fair Market Value of the Common Stock or Awards under this Amended 2019 Plan from time to time and/or the manner in which such value will be determined.

3.3 Binding Determinations. Any action taken by, or inaction of, the Company, any Subsidiary, or the Administrator relating or pursuant to this Amended 2019 Plan and within its authority hereunder or under applicable law shall be within the absolute discretion of that entity or body and shall be conclusive and binding upon all persons. Neither the Board, the Administrator, nor any Board committee, nor any member thereof or person acting at the direction thereof, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with this Amended 2019 Plan (or any Award made under this Amended 2019 Plan), and all such persons shall be entitled to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including, without limitation, legal fees) arising or resulting therefrom to the fullest extent permitted by law. The foregoing right of indemnification shall be in addition to any right of indemnification set forth in the Company’s certificate of incorporation and bylaws, as the same may be amended from time to time, or under any directors and officers liability insurance coverage or written indemnification agreement with the Company that may be in effect from time to time.
3.4 **Reliance on Experts.** In making any determination or in taking or not taking any action under this Amended 2019 Plan, the Administrator may obtain and may rely upon the advice of experts, including professional advisors to the Company. The Administrator shall not be liable for any such action or determination taken or made or omitted in good faith based upon such advice.

3.5 **Delegation of Non-Discretionary Functions.** In addition to the ability to delegate certain grant authority to officers of the Company as set forth in Section 3.1, the Administrator may also delegate ministerial, non-discretionary functions to individuals who are officers or employees of the Company or any of its Subsidiaries or to third parties.

4. **SHARES OF COMMON STOCK SUBJECT TO THE AMENDED 2019 PLAN; SHARE LIMIT**

4.1 **Shares of Common Stock Subject to the Amended 2019 Plan; Share Limit.** Subject to the adjustment as provided in Sections 8.1 and 10.9, the maximum number of shares of Common Stock available for issuance under the Amended 2019 Plan (the “Share Limit”) will be equal to the sum of (a) 6,900,000 shares of Common Stock plus (b) the number of shares of Common Stock available for future Awards under the Prior Plan as of the Effective Date of this Amended 2019 Plan plus (c) such additional shares of Common Stock that become available under the Prior Plan pursuant to Section 4.3 thereof. Subject to adjustment as provided in Section 8.1, 6,900,000 shares of Common Stock shall be available under the Amended 2019 Plan for issuance as Incentive Stock Options. Common Stock issue under the Amended 2019 Plan shall be either authorized but unissued shares or, to the extent permitted by applicable, shares of Common Stock that have been reacquired by the Company or any Subsidiary.

4.2 **Counting of Shares.** The Administrator may adopt reasonable counting procedures to ensure appropriate counting and to avoid double counting (as, for example, in the case of tandem or substitute Awards) as it may deem necessary or desirable in its sole discretion. For each Share delivered pursuant to an Option or a Stock Appreciation Right, the number of shares available for issuance under the Amended 2019 Plan shall be reduced by one share. For each Share delivered pursuant to an Award other than an Option or Stock Appreciation Right, the number of shares available for issuance under the Amended 2019 Plan shall be reduced by 2.38 shares. Shares shall be counted against those reserved to the extent shares have been delivered pursuant to an Award and are no longer subject to a substantial risk of forfeiture. Accordingly, to the extent that an Award under the Amended 2019 Plan, in whole or in part, is canceled, expired, forfeited, settled in cash, or otherwise terminated without delivery of shares to the Participant, the shares retained by or returned to the Company will not be deemed to have been delivered under the Amended 2019 Plan, as applicable, and will be deemed to remain available under this Amended 2019 Plan in the same amount as they otherwise would have counted against the limit Section forth in Section 4.1. Notwithstanding the foregoing, shares that are withheld from such an Award or separately surrendered by the Participant in payment of the exercise price or taxes relating to such an Award, and the total number of shares subject to the exercised portion of a stock-settled SAR (regardless of the actual lesser of number shares delivered to the Participant), shall be deemed to have been issued hereunder and shall reduce the number of shares remaining available for issuance under the Amended 2019 Plan.

4.3 **Reservation of Shares; No Fractional Shares.** The Company shall at all times reserve a number of shares of Common Stock sufficient to cover the Company’s obligations and contingent obligations to deliver shares with respect to Awards then outstanding under this Amended 2019 Plan (exclusive of any dividend equivalent obligations to the extent the Company has the right to settle such rights in cash). No fractional shares shall be delivered under this Amended 2019 Plan. The Administrator may pay cash in lieu of any fractional shares in settlements of Awards under this Amended 2019 Plan.

5. **ELIGIBILITY**

5.1 **Eligible Persons.** The Administrator may grant Awards under this Amended 2019 Plan only to those persons that the Administrator determines to be Eligible Persons. An “Eligible Person” is any person who is either: (a) an officer (whether or not a director) or employee of the Company or one of its Subsidiaries; (b) a non-employee director of the Company or one of its Subsidiaries; or (c) an individual consultant who renders bona fide services (other than services in connection with the offering or sale of securities of the Company or one of its Subsidiaries in a capital-raising transaction or as a market maker or promoter of securities of the Company or one of its Subsidiaries) to the Company or one of its Subsidiaries and who is selected to participate in this Amended 2019 Plan by the Administrator, provided, however, that a person who is otherwise an Eligible Person under clause (c) above may participate in this Amended 2019 Plan only if such participation would not adversely affect either the Company’s eligibility to use Form S-8 to register under the Securities Act, the offering and sale of shares issuable under this Amended 2019 Plan by the Company, or the Company’s compliance with any other applicable laws.
5.2 Participation. The Administrator shall, in its sole and absolute discretion, select from among the Eligible Employees those individuals who shall receive Awards and become Participants under the Amended 2019 Plan. There is no right of any Eligible Person to receive an Award under the Amended 2019 Plan, and the Administrator has absolute discretion to treat Eligible Employees differently from one another under the Amended 2019 Plan. Receipt of an Award by a Participant shall not create the right to receive future Awards under the Amended 2019 Plan, but a Participant who has been granted an Award may, if otherwise eligible, be granted additional Awards if the Administrator shall so determine.

6. AWARDS

6.1 Type and Form of Awards. The Administrator shall determine the type or types of Award(s) to be made to each selected Eligible Person. Awards may be granted singly, in combination or in tandem. Awards also may be made in combination or in tandem with, in replacement of, as alternatives to, or as the payment form for grants or rights under any other employee or compensation plan of the Company or one of its Subsidiaries. The types of Awards that may be granted under this Amended 2019 Plan are:

6.1.1 Stock Options. An Option is the grant of a right to purchase a specified number of shares of Common Stock during a specified period at a fixed exercise price as determined by the Administrator.

(a) General Option Provisions. Options may only be granted to Eligible Persons for whom the Company would be deemed to be an “eligible issuer of service recipient stock,” as defined in Treasury Regulation 1.409A-1(b)(5)(iii)(E). An Option may be intended to be an Incentive Stock Option or a Nonqualified Stock Option. The Award agreement for an Option will indicate if the Option is intended as an ISO; otherwise it will be deemed to be a Nonqualified Stock Option. The maximum term of each Option (ISO or NSO) shall be seven (7) years. The per share exercise price for each Option shall be not less than 100% of the Fair Market Value of a share of Common Stock on the date of grant of the Option. Each Option shall become exercisable at such times and under such conditions and shall be subject to such other terms as may be determined by the Administrator in its discretion. When an Option is exercised, the exercise price for the shares to be purchased shall be paid in full in cash or such other method permitted by the Administrator consistent with Section 6.4.

(b) Additional Rules Applicable to ISOs. Notwithstanding the general option rules set forth in subsection (a), above, the following rules shall apply to options intended to qualify as ISOs. ISOs may only be granted to employees of the Company or one of its subsidiaries (for this purpose, the term “subsidiary” is used as defined in Section 424(f) of the Code, which generally requires an unbroken chain of ownership of at least 50% of the total combined voting power of all classes of stock of each subsidiary in the chain beginning with the Company and ending with the subsidiary in question). To the extent that the aggregate Fair Market Value (determined at the time of grant of the applicable option) of stock with respect to which ISOs first become exercisable by a Participant in any calendar year exceeds $100,000, taking into account both Common Stock subject to ISOs under this Amended 2019 Plan and stock subject to ISOs under all other plans of the Company or one of its Subsidiaries (or any parent or predecessor corporation to the extent required by and within the meaning of Section 422 of the Code and the regulations promulgated thereunder), such options shall be treated as Nonqualified Stock Options. In reducing the number of options treated as ISOs to meet the $100,000 limit, the most recently granted options shall be reduced first. To the extent a reduction of simultaneously granted options is necessary to meet the $100,000 limit, the Administrator may, in the manner and to the extent permitted by law, designate which shares of Common Stock are to be treated as shares acquired pursuant to the exercise of an ISO. There shall be imposed in any Award agreement relating to ISOs such other terms and conditions as from time to time are required in order that the option be an “incentive stock option” as that term is defined in Section 422 of the Code. No ISO may be granted to any person who, at the time the option is granted, owns (or is deemed to own under Section 424(d) of the Code) shares of outstanding Common Stock possessing more than 10% of the total combined voting power of all classes of stock of the Company, unless the exercise price of such option is at least 110% of the Fair Market Value of the stock subject to the option and such option by its terms is not exercisable after the expiration of five years from the date such option is granted.
6.1.2 **Stock Appreciation Rights.** A Stock Appreciation Right or “SAR” is an Award that entitles the Participant to receive, upon exercise of the SAR, a payment in cash and/or Common Stock or a combination of the two, equal to (or having a Fair Market Value equal to) the product of (x) number of SARs being exercised multiplied by (y) the excess of (i) the Fair Market Value of a share of Common Stock on the date the SAR is exercised, over (ii) the “base price” applicable to the SAR. SARs may only be granted to Eligible Persons for whom the Company would be deemed to be an “eligible issuer of service recipient stock,” as defined in Treasury Regulation 1.409A-1(b)(5)(iii)(E). The base price of the SAR shall be determined by the Administrator but shall be not less than the Fair Market Value of the Company’s Common Stock on the date of grant. The maximum term of a SAR shall be seven (7) years. SARs shall become exercisable at such times and under such conditions and shall be subject to such other terms as may be determined by the Administrator in its discretion consistent with the terms and conditions of the Amended 2019 Plan.

6.1.3 **Restricted Stock.**

(a) **General Restricted Stock Provisions.** Restricted Stock is Common Stock subject to such restrictions on transferability, risk of forfeiture and other restrictions, if any, as the Administrator may impose, which restrictions may lapse separately or in combination at such times, under such circumstances (including based on achievement of performance goals and/or future service requirements), in such installments or otherwise, as the Administrator may determine at the date of grant or thereafter. Except to the extent restricted under the terms of this Amended 2019 Plan and the applicable Award Agreement relating to the Restricted Stock, a Participant granted Restricted Stock shall have all of the rights of a stockholder of the Company, including the right to vote the Restricted Stock and the right to receive dividends thereon (subject to the provisions of Section 6.1.3(c), below).

(b) **Certificates for Shares.** Shares of Restricted Stock granted under this Amended 2019 Plan may be evidenced in such manner as the Administrator shall determine. If certificates representing Restricted Stock are registered in the name of the Participant, the Administrator may require that such certificates bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Stock, that the Company retain physical possession of the certificates, and that the Participant deliver a stock power to the Company, endorsed in blank, relating to the Restricted Stock. The Administrator may require that shares of Restricted Stock are held in escrow until all restrictions lapse.

(c) **Dividends and Splits.** As a condition to the grant of an Award of Restricted Stock, any stock distributed in connection with a stock split or stock dividend, and any other property distributed as a dividend, shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock with respect to which such dividend or distribution was made. In addition, any cash dividends paid on shares of Restricted Stock may be paid out on a current basis or may be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock with respect to which such cash dividend relates, and, subject to applicable law, the Administrator may require or permit a Participant to elect that any cash dividends paid on Restricted Stock be automatically reinvested in additional shares of Restricted Stock or applied to the purchase of additional Awards under this Amended 2019 Plan.

6.1.4 **Restricted Stock Units.**

(a) **Grant of Restricted Stock Units.** A restricted stock unit, or “RSU”, represents the right to receive from the Company on the respective scheduled vesting or payment date for such RSU, one share of Common Stock or, if specified in the applicable Award agreement, the Fair Market Value of one share of Common Stock paid in cash. The vesting or payment of an Award of RSUs may be subject to the attainment of specified performance goals or targets, forfeitability provisions and such other terms and conditions as the Administrator may determine, subject to the provisions of this Amended 2019 Plan.
(b) **Dividend Equivalent Accounts.** If (and only if) required by the applicable Award Agreement, prior to the expiration of the applicable vesting period of an RSU, the Administrator shall pay dividend equivalent rights with respect to RSUs, in which case the Company shall establish an account for the Participant and reflect in that account any securities, cash or other property comprising any dividend or property distribution with respect to the shares of Common Stock underlying each RSU. Each amount or other property credited to any such account may be immediately vested or may be subject to the same vesting conditions as the RSU to which it relates, as determined by the Administrator. In addition, subject to applicable law, the Administrator may require or permit a Participant to elect that any such dividend equivalent amounts credited to the Participant’s account be automatically deemed reinvested in additional RSUs or applied to the purchase of additional Awards under the Amended 2019 Plan. The Participant shall be paid the amounts or other property credited to such dividend equivalent account at the time set forth in the Award Agreement.

(c) **Rights as a Stockholder.** Subject to the restrictions imposed under the terms and conditions of this Amended 2019 Plan and the applicable Award Agreement, each Participant receiving RSUs shall have no rights as a stockholder of the Company with respect to such RSUs until such time as shares of Common Stock are issued to the Participant. In the event an RSU is settled in cash, the Participant receiving RSUs shall never receive stockholder rights with respect to such Award. No shares of Common Stock shall be issued at the time a RSU is granted, and the Company will not be required to set aside a fund for the payment of any such Award.

### 6.1.5 Performance Stock Units.

(a) **Grant of Performance Stock Units.** A Performance Stock Unit, or “PSU,” is a performance-based Award that entitles the Participant to receive shares of Common Stock or, if specified in the Award Agreement, the Fair Market Value of such shares of Common Stock paid in cash, based on the attainment of one or more performance goals. Each Award of PSUs shall designate a target number of PSUs covered by the Award, with the actual number of shares of Common Stock earned (if any) to be based on a formula set forth in the Award Agreement related to the attainment of one or more performance goals set forth in the Award Agreement.

(b) **Dividend Equivalent Accounts.** If (and only if) required by the applicable Award Agreement, the Administrator shall pay dividend equivalent rights with respect to PSUs, in which case the Participant shall be entitled to a cash payment with respect to each PSU earned and payable in an amount based on the ordinary cash dividends that would have been payable to Participant had Participant been the owner of a number of actual shares of Common Stock equal to the number of PSUs earned, from the date of grant of the PSU Award through the date the PSU is paid. If so determined by the Administrator and set forth in the applicable Award Agreement, such cash amount may be credited with earnings or losses as if deemed reinvested in Company Common Stock or as if used to purchase additional Awards under the Amended 2019 Plan. The amount payable shall be made in a single lump sum on the date on which payment is made in respect of the related PSUs.

(c) **Rights as a Stockholder.** Subject to the restrictions imposed under the terms and conditions of this Amended 2019 Plan and the applicable Award Agreement, each Participant receiving PSUs shall have no rights as a stockholder of the Company with respect to such PSUs until such time as shares of Common Stock are issued to the Participant. In the event a PSU is settled in cash, the Participant receiving PSUs shall never receive stockholder rights with respect to such Award. No shares of Common Stock shall be issued at the time a PSU is granted, and the Company will not be required to set aside a fund for the payment of any such Award.
6.1.6 **Cash Awards.** The Administrator may, from time to time, subject to the provisions of the Amended 2019 Plan and such other terms and conditions as it may determine, grant cash bonuses (including without limitation, discretionary Awards, Awards based on objective or subjective performance criteria, Awards subject to other vesting criteria or Awards granted consistent with Section 6.1.7 below). Cash Awards shall be Awarded in such amount and at such times during the term of the Amended 2019 Plan as the Administrator shall determine.

6.1.7 **Other Awards.** The other types of Awards that may be granted under this Amended 2019 Plan include: (a) stock bonuses or similar rights to purchase or acquire shares, whether at a fixed or variable price or ratio related to the Common Stock (subject to compliance with applicable laws), upon the passage of time, the occurrence of one or more events, or the satisfaction of performance criteria or other conditions, or any combination thereof; or (b) any similar securities or rights with a value derived from the value of or related to the Common Stock and/or returns thereon.

6.2 **Award Agreements.** Each Award (other than cash Awards described in Section 6.1.6) shall be evidenced by a written or electronic Award Agreement in the form approved by the Administrator and, if required by the Administrator, executed or accepted by the recipient of the Award. The Administrator may authorize any officer of the Company (other than the particular Award recipient) to execute any or all Award Agreements on behalf of the Company (electronically or otherwise). The Award agreement shall set forth the material terms and conditions of the Award as established by the Administrator consistent with the express limitations of this Amended 2019 Plan.

6.3 **Deferrals and Settlements.** Except as otherwise set forth herein, payment of Awards may be in the form of cash, Common Stock, other Awards or combinations thereof as the Administrator shall determine, and with such restrictions as it may impose. The Administrator may also require or permit Participants to elect to defer the issuance of shares of Common Stock or the settlement of Awards in cash under such rules and procedures as it may establish under this Amended 2019 Plan. The Administrator may also provide that deferred settlements include the payment or crediting of interest or other earnings on the deferral amounts, or the payment or crediting of dividend equivalents where the deferred amounts are denominated in shares. All mandatory or elective deferrals of the issuance of shares of Common Stock or the settlement of cash Awards shall be structured in a manner that is intended to comply with the requirements of Section 409A of the Code.

6.4 **Consideration for Common Stock or Awards.** The purchase price for any Award granted under this Amended 2019 Plan or the Common Stock to be delivered pursuant to an Award, as applicable, may be paid by means of any lawful consideration as determined by the Administrator and subject to compliance with applicable laws, including, without limitation, one or a combination of the following methods:

(a) services rendered by the recipient of such Award;

(b) cash, check payable to the order of the Company, or electronic funds transfer;

(c) notice and third-party payment in such manner as may be authorized by the Administrator;

(d) the delivery of previously owned shares of Common Stock that are fully vested and unencumbered;

(e) by a reduction in the number of shares otherwise deliverable pursuant to the Award; or

(f) subject to such procedures as the Administrator may adopt, pursuant to a “cashless exercise” with a third party who provides financing for the purposes of (or who otherwise facilitates) the purchase or exercise of Awards.

In the event that the Administrator allows a Participant to exercise an Award by delivering shares of Common Stock previously owned by such Participant and unless otherwise expressly provided by the Administrator, any shares delivered which were initially acquired by the Participant from the Company (upon exercise of an Option or otherwise) must have been owned by the Participant at least six months as of the date of delivery (or such other period as may be required by the Administrator in order to avoid adverse accounting treatment). Shares of Common Stock used to satisfy the exercise price of an Option shall be valued at their Fair Market Value on the date of exercise. The Company will not be obligated to deliver any shares unless and until it receives full payment of the exercise or purchase price therefor and any related withholding obligations under Section 9.1, and any other conditions to exercise or purchase, as established from time to time by the Administrator have been satisfied. Unless otherwise expressly provided in the applicable Award Agreement, the Administrator may at any time eliminate or limit a Participant’s ability to pay the purchase or exercise price of any Award by any method other than cash payment to the Company.
6.5 **Minimum Vesting Schedule.** Except as provided below, all Awards granted under the Amended 2019 Plan shall have a minimum one year cliff vesting schedule meaning that no portion of any Award may be scheduled to vest prior to one year after the date of grant of such Award. Notwithstanding the foregoing, up to five percent (5%) of the total number of shares of Common Stock authorized by the Board and the stockholders for issuance under the Amended 2019 Plan may be granted pursuant to Awards not subject to the minimum vesting schedule described above. The Administrator may adopt reasonable counting procedures to determine whether the five percent (5%) limit in the preceding sentence has been attained. The Administrator may also apply reasonable rules and rounding conventions to determine whether an Award complies with the above-referenced minimum vesting schedule.

6.6 **Transfer Restrictions.**

6.6.1 **Limitations on Exercise and Transfer.** Unless otherwise expressly provided in (or pursuant to) this Section 6.6, by applicable law and by the Award agreement, as the same may be amended, (a) all Awards are non-transferable and shall not be subject in any manner to sale, transfer, anticipation, alienation, assignment, pledge, encumbrance or charge; (b) Awards shall be exercised only by the Participant; and (c) amounts payable or shares issuable pursuant to any Award shall be delivered only to (or for the account of) the Participant.

6.6.2 **Exceptions.** The Administrator may permit Awards to be exercised by and paid to, or otherwise transferred to, other persons or entities pursuant to such conditions and procedures, including limitations on subsequent transfers, as the Administrator may, in its sole discretion, establish in writing (provided that any such transfer of Awards are not for consideration and provided further that any such transfers of ISOs shall be limited to the extent permitted under the federal tax laws governing ISOs). Any permitted transfer shall be subject to compliance with applicable federal and state securities laws.

6.6.3 **Further Exceptions to Limits on Transfer.** The exercise and transfer restrictions in Section 6.6.1 shall not apply to:

(a) transfers to the Company,

(b) the designation of a beneficiary to receive benefits in the event of the Participant’s death or, if the Participant has died, transfers to or exercise by the Participant’s beneficiary, or, in the absence of a validly designated beneficiary, transfers by will or the laws of descent and distribution,

(c) subject to any applicable limitations on ISOs, transfers to a family member (or former family member) pursuant to a domestic relations order if approved or ratified by the Administrator,

(d) subject to any applicable limitations on ISOs, if the Participant has suffered a Disability, permitted transfers or exercises on behalf of the Participant by his or her legal representative, or

(e) the authorization by the Administrator of “cashless exercise” procedures with third parties who provide financing for the purpose of (or who otherwise facilitate) the exercise of Awards consistent with applicable laws and the express authorization of the Administrator.
6.7 **International Awards.** One or more Awards may be granted to Eligible Persons who provide services to the Company or one of its Subsidiaries outside of the United States. Any Awards granted to such persons may, if deemed necessary or advisable by the Administrator, be granted pursuant to the terms and conditions of any applicable sub-plans, if any, appended to this Amended 2019 Plan and approved by the Administrator.

6.8 **Dividend and Dividend Equivalents.** Notwithstanding anything to the contrary herein, in no event may accrued dividends or dividend equivalents with respect to any Award issued under the Amended 2019 Plan that is subject to performance-based vesting be paid prior to the vesting of such Award.

7. **EFFECT OF TERMINATION OF SERVICE ON AWARDS**

7.1 **Termination of Employment.**

7.1.1 **Administrator Determination.** The Administrator shall establish the effect of a termination of employment or service on the rights and benefits under each Award under this Amended 2019 Plan and in so doing may make distinctions based upon, inter alia, the cause of termination and type of Award. If the Participant is not an employee of the Company or one of its Subsidiaries and provides other services to the Company or one of its Subsidiaries, the Administrator shall be the sole judge for purposes of this Amended 2019 Plan (unless a contract or the Award agreement otherwise provides) of whether the Participant continues to render services to the Company or one of its Subsidiaries and the date, if any, upon which such services shall be deemed to have terminated.

7.1.2 **Stock Options and SARs.** For Awards of Options or SARs, unless the Award Agreement provides otherwise, the exercise period of such Options or SARs shall expire: (1) three months after the last day that the Participant is employed by or provides services to the Company or a Subsidiary (provided however, that in the event of the Participant’s death during this period, those persons entitled to exercise the Option or SAR pursuant to the laws of descent and distribution shall have one year following the date of death within which to exercise such Option or SAR); (2) in the case of a Participant whose termination of employment is due to death or Disability (as defined in the applicable Award agreement), 12 months after the last day that the Participant is employed by or provides services to the Company or a Subsidiary; and (3) immediately upon a Participant’s termination for Cause. The Administrator will, in its absolute discretion, determine the effect of all matters and questions relating to a termination of employment, including, but not by way of limitation, the question of whether a leave of absence constitutes a termination of employment and whether a Participant’s termination is for Cause.

7.1.3 **Other Awards.** For all other Awards issued under the Amended 2019 Plan, unless the Award agreement provides otherwise, the portion of such Awards that are unvested at the time that a Participant’s employment or service is terminated shall be forfeited and reacquired by the Company; provided however, the Administrator may provide, by rule or regulation or in any Award agreement, or may determine in any individual case, that such forfeiture requirement shall be waived in whole or in part.

7.2 **Events Not Deemed Terminations of Service.** Unless the express policy of the Company or one of its Subsidiaries, or the Administrator, otherwise provides, the employment relationship shall not be considered terminated in the case of (a) sick leave, (b) military leave, or (c) any other paid or unpaid leave of absence authorized by the Company or one of its Subsidiaries, or the Administrator; provided that unless reemployment upon the expiration of such leave is guaranteed by contract or law, such leave is for a period of not more than 3 months. In the case of any employee of the Company or one of its Subsidiaries on an approved leave of absence, continued vesting of the Award while on leave from the employ of the Company or one of its Subsidiaries may be suspended until the employee returns to service, unless the Administrator otherwise provides or applicable law otherwise requires. In no event shall an Award be exercised after the expiration of the term set forth in the Award agreement.

7.3 **Effect of Change of Subsidiary Status.** For purposes of this Amended 2019 Plan and any Award, if an entity ceases to be a Subsidiary of the Company, a termination of employment or service shall be deemed to have occurred with respect to each Eligible Person in respect of such Subsidiary who does not continue as an Eligible Person in respect of the Company or another Subsidiary that continues as such after giving effect to the transaction or other event giving rise to the change in status.
8. ADJUSTMENTS; ACCELERATION

8.1 Adjustments. Upon or in contemplation of (a) any reclassification, recapitalization, stock split (including a stock split in the form of a stock dividend) or reverse stock split, (b) any merger, arrangement, combination, consolidation, or other reorganization, (c) any spin-off, split-up, or similar extraordinary dividend distribution in respect of the Common Stock (whether in the form of securities or property), (d) any exchange of Common Stock or other securities of the Company, or (e) any similar unusual or extraordinary corporate event or transaction affecting the Common Stock, the Administrator shall in such manner, to such extent and at such time as it deems appropriate and equitable in the circumstances (but subject to compliance with applicable laws and stock exchange requirements) proportionately adjust any or all of (1) the number and type of shares of Common Stock (or other securities) that thereafter may be made the subject of Awards (including the Share Limit and the limit on the number of Incentive Stock Options issuable under the Amended 2019 Plan), (2) the number, amount and type of shares of Common Stock (or other securities or property) subject to any or all outstanding Awards, (3) the grant, purchase, or exercise price (which term includes the base price of any SAR or similar right) of any or all outstanding Awards, and (4) the securities, cash or other property deliverable upon exercise or payment of any outstanding Awards. Any adjustment made pursuant to this Section 8.1 shall be made in a manner that, in the good faith determination of the Administrator, will not likely result in the imposition of additional taxes or interest under Section 409A of the Code. With respect to any Award of an ISO, the Administrator may make an adjustment that causes the option to cease to qualify as an ISO without the consent of the affected Participant.

8.2 Change in Control. In the event of a Change in Control: (i) with respect to Awards that are subject to a time-based vesting schedule, any unvested portion of such Awards shall become vested in full immediately prior to the Change in Control, and (ii) with respect to Awards that are subject to performance-based vesting, the performance period for all such Awards shall be deemed to be completed as of the Change in Control, and the Administrator shall determine the extent to which the Awards have vested based on the results achieved through the date of the Change in Control, including any adjustments necessary to take into account the truncation of the performance period as a result of the Change in Control. In addition, the Administrator shall have full discretion to take whatever additional actions (not inconsistent with the previous sentence) that it deems necessary or appropriate with respect to outstanding Awards, including, but not limited to: (i) to provide for the assumption of such Awards (or portions thereof) or the substitution of such Awards (or portions thereof) with similar awards of the surviving or acquiring company, in a manner designed to comply with Section 409A of the Code, (ii) to provide for the termination of any Award upon the occurrence of the Change in Control, (iii) to provide for the cash out and cancellation of any Award (or portion thereof) immediately prior to such Change in Control, which cash out may (in a manner designed to comply with Code Section 409A) be subject to any escrow, earn-out or other contingent or deferred payment arrangement that is contemplated by such Change in Control, and (iv) to take any other actions as the Administrator deems necessary or advisable in connection with such Change in Control transaction. The Administrator may take different actions with respect to different Participants under the Amended 2019 Plan, different Awards under the Amended 2019 Plan, and different portions of Awards granted under the Amended 2019 Plan.

9. TAX PROVISIONS

9.1 Tax Withholding. Upon any exercise, vesting, or payment of any Award, the Company or one of its Subsidiaries shall have the right at its option to:

(a) require the Participant (or the Participant’s personal representative or beneficiary, as the case may be) to pay or provide for payment of at least the minimum amount of any taxes which the Company or one of its Subsidiaries may be required to withhold with respect to such Award event or payment; or

(b) deduct from any amount otherwise payable in cash to the Participant (or the Participant’s personal representative or beneficiary, as the case may be) the minimum amount of any taxes which the Company or one of its Subsidiaries may be required to withhold with respect to such cash payment.

In any case where a tax is required to be withheld in connection with the delivery of shares of Common Stock under this Amended 2019 Plan, the Administrator may in its sole discretion (subject to Section 10.1) grant (either at the time of the Award or thereafter) to the Participant the right to elect, pursuant to such rules and subject to such conditions as the Administrator may establish, to have the Company reduce the number of shares to be delivered by (or otherwise reacquire) the appropriate number of shares, valued in a consistent manner at their Fair Market Value or at the sales price in accordance with authorized procedures for cashless exercises, necessary to satisfy the applicable withholding obligation on exercise, vesting or payment, not in excess of the maximum statutory rates in the Participant’s applicable jurisdictions.
9.2 **Requirement of Notification of Code Section 83(b) Election.** If any Participant shall make an election under Code Section 83(b) (to include in gross income in the year of transfer the amounts specified in Code Section 83(b)) or under a similar provisions of the laws of a jurisdiction outside the United States, such Participant shall notify the Company of such election within ten (10) days after filing notice of the election with the Internal Revenue Service or other government authority, in addition to any filing and notification required pursuant to regulations issued under Code Section 83(b) or other applicable provision.

9.3 **Requirement of Notification of Disqualifying Disposition.** If any Participant shall make any disposition of shares of stock delivered pursuant to the exercise of an ISO under the circumstances described in Code Section 421(b) (relating to certain disqualifying dispositions), such Participant shall notify the Company of such disposition within ten (10) days thereof.

10. **OTHER PROVISIONS**

10.1 **Compliance with Laws.** This Amended 2019 Plan, the granting and vesting of Awards under this Amended 2019 Plan, the offer, issuance and delivery of shares of Common Stock, the payment of money under this Amended 2019 Plan or under Awards are subject to compliance with all applicable federal and state laws, rules and regulations and to such approvals by any applicable stock exchange listing, regulatory or governmental authority as may, in the opinion of counsel for the Company, be necessary or advisable in connection therewith. The person acquiring any securities under this Amended 2019 Plan will, if requested by the Company or one of its Subsidiaries, provide such assurances and representations to the Company or one of its Subsidiaries as the Administrator may deem necessary or desirable to assure compliance with all applicable legal and accounting requirements.

10.2 **Future Awards/Other Rights.** No person shall have any claim or rights to be granted an Award (or additional Awards, as the case may be) under this Amended 2019 Plan, subject to any express contractual rights (set forth in a document other than this Amended 2019 Plan) to the contrary.

10.3 **No Employment/Service Contract.** Nothing contained in this Amended 2019 Plan (or in any other documents under this Amended 2019 Plan or in any Award) shall confer upon any Eligible Person or other Participant any right to continue in the employ or other service of the Company or one of its Subsidiaries, constitute any contract or agreement of employment or other service or affect an employee’s status as an employee at will, nor shall interfere in any way with the right of the Company or one of its Subsidiaries to change a person’s compensation or other benefits, or to terminate his or her employment or other service, with or without cause. Nothing in this Section 10.3, however, is intended to adversely affect any express independent right of such person under a separate employment or service contract other than an Award agreement.

10.4 **Amended 2019 Plan Not Funded.** Awards payable under this Amended 2019 Plan shall be payable in shares of Common Stock or from the general assets of the Company, and no special or separate reserve, fund or deposit shall be made to assure payment of such Awards. No Participant, beneficiary or other person shall have any right, title or interest in any fund or in any specific asset (including shares of Common Stock, except as expressly otherwise provided) of the Company or one of its Subsidiaries by reason of any Award hereunder. Neither the provisions of this Amended 2019 Plan (or of any related documents), nor the creation or adoption of this Amended 2019 Plan, nor any action taken pursuant to the provisions of this Amended 2019 Plan shall create, or be construed to create, a trust of any kind or a fiduciary relationship between the Company or one of its Subsidiaries and any Participant, beneficiary or other person. To the extent that a Participant, beneficiary or other person acquires a right to receive payment pursuant to any Award hereunder, such right shall be no greater than the right of any unsecured general creditor of the Company.
10.5 Effective Date, Termination and Suspension, Amendments.

10.5.1 Effective Date and Termination. This Amended 2019 Plan was approved by the Board and shall become effective upon approval by the stockholders of the Company (the “Effective Date”). Unless earlier terminated by the Board, this Amended 2019 Plan shall terminate at the close of business ten years after the date on which it was approved by the Board. After the termination of this Amended 2019 Plan either upon such stated expiration date or its earlier termination by the Board, no additional Awards may be granted under this Amended 2019 Plan, but previously granted Awards (and the authority of the Administrator with respect thereto, including the authority to amend such Awards) shall remain outstanding in accordance with their applicable terms and conditions and the terms and conditions of this Amended 2019 Plan.

10.5.2 Board Authorization. The Board may, at any time, terminate or, from time to time, amend, modify or suspend this Amended 2019 Plan, in whole or in part. No Awards may be granted during any period that the Board suspends this Amended 2019 Plan.

10.5.3 Stockholder Approval. To the extent then required by applicable law or any applicable stock exchange rule or required to preserve the intended tax consequences of this Amended 2019 Plan, or deemed necessary or advisable by the Board, this Amended 2019 Plan and any amendment to this Amended 2019 Plan shall be subject to approval by the stockholders of the Company.

10.5.4 Amendments to Awards. Without limiting any other express authority of the Administrator under (but subject to) the express limits of this Amended 2019 Plan, the Administrator by agreement or resolution may waive conditions of or limitations on Awards to Participants that the Administrator in the prior exercise of its discretion has imposed, without the consent of a Participant, and (subject to the requirements of Sections 3.2 and 10.5.5) may make other changes to the terms and conditions of Awards. Any amendment or other action that would constitute a repricing of an Award is subject to the limitations and stockholder approval requirements set forth in Section 3.2(g).

10.5.5 Limitations on Amendments to Amended 2019 Plan and Awards. No amendment, suspension or termination of this Amended 2019 Plan or change of or affecting any outstanding Award shall, without written consent of the Participant, affect in any manner materially adverse to the Participant any rights or benefits of the Participant or obligations of the Company under any Award granted under this Amended 2019 Plan. Changes, settlements and other actions contemplated by Section 8 shall not be deemed to constitute changes or amendments for purposes of this Section 10.5.5.

10.6 Privileges of Stock Ownership. Except as otherwise expressly authorized by the Administrator or this Amended 2019 Plan, a Participant shall not be entitled to any privilege of stock ownership as to any shares of Common Stock not actually delivered to and held of record by the Participant. Except as expressly provided herein, no adjustment will be made for dividends or other rights as a stockholder of the Company for which a record date is prior to such date of delivery.

10.7 Governing Law; Construction; Severability.

10.7.1 Choice of Law. This Amended 2019 Plan, the Awards, all documents evidencing Awards and all other related documents shall be governed by, and construed in accordance with the laws of the State of Delaware.

10.7.2 Severability. If a court of competent jurisdiction holds any provision of this Amended 2019 Plan invalid and unenforceable, the remaining provisions of this Amended 2019 Plan shall continue in effect and the Amended 2019 Plan shall be construed and enforced without regard to the illegal or invalid provision.

10.7.3 Amended 2019 Plan Construction.

(a) Rule 16b-3. It is the intent of the Company that the Awards and transactions permitted by Awards be interpreted in a manner that, in the case of Participants who are or may be subject to Section 16 of the Exchange Act, qualify, to the maximum extent compatible with the express terms of the Award, for exemption from matching liability under Rule 16b-3 promulgated under the Exchange Act. Notwithstanding the foregoing, the Company shall have no liability to any Participant for Section 16 consequences of Awards or events under Awards if an Award or event does not so qualify.
(b) **Compliance with Section 409A of the Code.** The Board intends that, except as may be otherwise determined by the Administrator, any Awards under the Amended 2019 Plan will be either exempt from or satisfy the requirements of Section 409A to avoid the imposition of any taxes, including additional income or penalty taxes, thereunder. If the Administrator determines that an Award, Award Agreement, acceleration, adjustment to the terms of an Award, payment, distribution, deferral election, transaction or any other action or arrangement contemplated by the provisions of the Amended 2019 Plan would, if undertaken, cause a Participant’s Award to violate Section 409A, unless the Administrator expressly determines otherwise, such Award, Award Agreement, payment, acceleration, adjustment, distribution, deferral election, transaction or other action or arrangement shall not be undertaken and the related provisions of the Amended 2019 Plan and/or Award Agreement will be deemed modified or, if necessary, rescinded in order to comply with the requirements of Section 409A to the extent determined by the Administrator without the consent of or notice to the Participant. Notwithstanding the foregoing, neither the Company nor the Administrator shall have any obligation to take any action to prevent the assessment of any excise tax or penalty on any Participant under Section 409A.

(c) **No Guarantee of Favorable Tax Treatment.** Although the Company intends that Awards under the Amended 2019 Plan will be exempt from, or will comply with, the requirements of Section 409A of the Code, the Company does not warrant that any Award under the Amended 2019 Plan will qualify for favorable tax treatment under Section 409A of the Code or any other provision of federal, state, local or foreign law. The Company shall not be liable to any Participant for any tax, interest or penalties the Participant might owe as a result of the grant, holding, vesting, exercise or payment of any Award under the Amended 2019 Plan.

10.8 **Captions.** Captions and headings are given to the sections and subsections of this Amended 2019 Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Amended 2019 Plan or any provision thereof.

10.9 **Stock-Based Awards in Substitution for Stock Options or Awards Granted by Other Corporation.** Awards may be granted to Eligible Persons in substitution for or in connection with an assumption of employee stock options, stock appreciation right, restricted stock or other stock-based awards granted by other entities to persons who are or who will become Eligible Persons in respect of the Company or one of its Subsidiaries, in connection with a distribution, arrangement, business combination, merger or other reorganization by or with the granting entity or an affiliated entity, or the acquisition by the Company or one of its Subsidiaries, directly or indirectly, of all or a substantial part of the stock or assets of the employing entity. The Awards so granted need not comply with other specific terms of this Amended 2019 Plan, provided the Awards reflect only adjustments giving effect to the assumption or substitution consistent with the conversion applicable to the Common Stock in the transaction and any change in the issuer of the security. Any shares that are delivered and any Awards that are granted by, or become obligations of, the Company, as a result of the assumption by the Company of, or in substitution for, outstanding Awards previously granted by an acquired company (or previously granted by a predecessor employer (or direct or indirect parent thereof) in the case of persons that become employed by the Company or one of its Subsidiaries in connection with a business or asset acquisition or similar transaction) shall not be counted against the Share Limit or other limits on the number of shares available for issuance under this Amended 2019 Plan, except as may otherwise be provided by the Administrator at the time of such assumption or substitution or as may be required to comply with the requirements of any applicable stock exchange.

10.10 **Non-Exclusivity of Amended 2019 Plan.** Nothing in this Amended 2019 Plan shall limit or be deemed to limit the authority of the Board or the Administrator to grant Awards or authorize any other compensation, with or without reference to the Common Stock, under any other plan or authority.
10.11 **No Corporate Action Restriction.** The existence of this Amended 2019 Plan, the Award agreements and the Awards granted hereunder shall not limit, affect or restrict in any way the right or power of the Board or the stockholders of the Company to make or authorize: (a) any adjustment, recapitalization, reorganization or other change in the capital structure or business of the Company or any Subsidiary, (b) any merger, arrangement, business combination, amalgamation, consolidation or change in the ownership of the Company or any Subsidiary, (c) any issue of bonds, debentures, capital, preferred or prior preference stock ahead of or affecting the capital stock (or the rights thereof) of the Company or any Subsidiary, (d) any dissolution or liquidation of the Company or any Subsidiary, (e) any sale or transfer of all or any part of the assets or business of the Company or any Subsidiary, or (f) any other corporate act or proceeding by the Company or any Subsidiary. No Participant, beneficiary or any other person shall have any claim under any Award or Award Agreement against any member of the Board or the Administrator, or the Company or any employees, officers or agents of the Company or any Subsidiary, as a result of any such action.

10.12 **Other Company Benefit and Compensation Programs.** Payments and other benefits received by a Participant under an Award made pursuant to this Amended 2019 Plan shall not be deemed a part of a Participant’s compensation for purposes of the determination of benefits under any other employee welfare or benefit plans or arrangements, if any, provided by the Company or any Subsidiary, except where the Administrator expressly otherwise provides or authorizes in writing or except as otherwise specifically set forth in the terms and conditions of such other employee welfare or benefit plan or arrangement. Awards under this Amended 2019 Plan may be made in addition to, in combination with, as alternatives to or in payment of grants, Awards or commitments under any other plans or arrangements of the Company or its Subsidiaries.

10.13 **Restrictive Covenants, Cause Forfeiture and Clawback Policy.**

10.13.1 **Restrictive Covenants.** The Company may retain the right in an Award Agreement to cause a forfeiture of the gain realized by a Participant on account of actions taken by the Participant in violation or breach of or in conflict with any non-competition agreement, any agreement prohibiting solicitation of employees of the Company or any Affiliate thereof or any confidentiality obligation of post-employment cooperation agreement with respect to the Company or any Affiliate, to the extent specified in such Award Agreement applicable to the Participant.

10.13.2 **Annulment upon Termination for Cause.** The Administrator may annul an Award if the Participant is an employee of the Company or an Affiliate thereof and is terminated for Cause as defined in the applicable Award Agreement or in the Amended 2019 Plan.

10.13.3 **Awards Subject to Clawback.** Notwithstanding any other provision of this Amended 2019 Plan to the contrary, any Award granted or amount payable or paid under this Amended 2019 Plan shall be subject to the terms of any compensation recoupment policy then applicable, if any, of the Company, to the extent the policy applies to such award or amount. By accepting an Award or the payment of any amount under the Amended 2019 Plan, each Participant agrees and consents to the Company’s application, implementation and enforcement of (a) any such policy and (b) any provision of applicable law relating to cancellation, rescission, payback or recoupment of compensation and expressly agrees that the Company may take such actions as are permitted under the policy or applicable law without further consent or action being required by such Participant. To the extent that the terms of this Amended 2019 Plan and the policy or applicable law conflict, then the terms of the policy or applicable law shall prevail.

11. **DIRECTOR COMPENSATION PROVISIONS**

11.1 **Amended 2019 Plan Exclusive Vehicle for Non-Employee Director Cash and Equity Compensation.** All cash and equity compensation paid or provided to the Company’s non-employee directors shall be awarded under the terms and conditions of this Amended 2019 Plan.

11.2 **Non-Employee Director Compensation.** Non-employee directors may be Awarded any of the types of Awards described in Section 6 above for which they are eligible under the terms and conditions of Section 6, above.

11.2.1 **Cash Awards.** Cash Awards (as described in Section 6.1.6) may take any form determined by the Administrator in its sole and absolute discretion, including, but not limited to, retainers, committee fees, chairperson fees, per meeting fees, and special fees for committee service. In no event shall cash Awards paid to any non-employee director exceed $400,000 in any fiscal year.

11.2.2 **Equity Awards.** Equity Awards (described in Sections 6.1.1, 6.1.2, 6.1.3, 6.1.4 and 6.1.5) may take any form determined by the Administrator in its sole and absolute discretion, provided, however, that in no event shall Awards granted to an non-employee director in any fiscal year have a grant date fair value in excess of $400,000.

As adopted by the Board of Directors of Cimarex Energy Co. on February 17, 2021.
October 13, 2021

Coterra Energy Inc.
Three Memorial City Plaza
840 Gessner Road, Suite 1400
Houston, Texas 77024

Ladies and Gentlemen:

As set forth in the Registration Statement on Form S-8 (the “Registration Statement”) to be filed on the date hereof by Coterra Energy Inc., a Delaware corporation (the “Company”), with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”), relating to 32,331,617 shares (the “Shares”) of common stock, par value $0.10 per share, of the Company (the “Common Stock”), issuable pursuant to the Cimarex Energy Co. Amended and Restated 2019 Equity Incentive Plan (the “Plan”), certain legal matters in connection with the Shares are being passed upon for you by us. At your request, this opinion is being furnished to you for filing as Exhibit 5.1 to the Registration Statement.

In our capacity as your counsel in the connection referred to above, we have examined originals, or copies certified or otherwise identified, of (1) the Company’s Restated Certificate of Incorporation and Amended and Restated Bylaws, each as amended to date, (2) the Plan, (3) corporate records of the Company, as furnished to us by the Company, (4) certificates of public officials and of representatives of the Company, (5) statutes and (6) other instruments and documents as a basis for the opinions hereinafter expressed. In giving such opinions, we have relied upon certificates of officers of the Company and of public officials with respect to the accuracy of the factual matters contained in such certificates.

In making our examination, we have assumed, without independent investigation, that the signatures on all documents examined by us are genuine, that all documents submitted to us as originals are accurate and complete, that all documents submitted to us as copies of original documents conform to the original documents and those original documents are authentic and complete. In addition, we have assumed that at or prior to the time of the delivery of any shares of Common Stock; (1) the Registration Statement will be effective under the Securities Act; (2) at the time of issuance of any Shares, there will be sufficient shares of Common Stock authorized for issuance under Coterra’s restated certificate of incorporation, as then amended, that have not otherwise been issued or reserved or otherwise committed for issuance; (3) all Shares will be offered and issued in compliance with applicable federal and state securities laws and in the manner stated in the Registration Statement; and (4) certificates representing the Shares will have been duly executed, countersigned, registered and delivered, or if issued in book-entry form, (a) an appropriate account statement evidencing the Shares credited to the recipient’s account maintained by Coterra’s transfer agent and registrar will be issued by such transfer agent and (b) the issuance of the Shares will be properly recorded in the share registry of Coterra.

We have also assumed that the consideration received by the Company for the Shares will not be less than the par value of the Shares.

On the basis of the foregoing, and subject to the assumptions, limitations and qualifications hereinafter set forth, we are of the opinion that, assuming due authorization of a particular award as provided in and in accordance with the Plan, the Shares issuable pursuant to such award will have been duly authorized by all necessary corporate action on the part of the Company. Upon issuance and delivery of such Shares from time to time pursuant to the terms of such award for the consideration established pursuant to the terms of the Plan and otherwise in accordance with the terms and conditions of such award, including, if applicable, the lapse of any restrictions relating thereto, the satisfaction of any performance conditions associated therewith and any requisite determinations by or pursuant to the authority of the Board of Directors of the Company or a duly constituted and acting committee thereof as provided therein, and, in the case of stock options, the exercise thereof and payment for such Shares as provided therein, such Shares will be validly issued, fully paid and nonassessable.
The opinions set forth above are limited in all respects to matters of the General Corporation Law of the State of Delaware, as in effect on the date hereof.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Baker Botts L.L.P.
CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Coterra Energy Inc. (formerly known as Cabot Oil & Gas Corporation) of our report dated February 26, 2021 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in Cabot Oil & Gas Corporation's Annual Report on Form 10-K for the year ended December 31, 2020.

/s/ PricewaterhouseCoopers LLP

Houston, Texas
October 13, 2021
Consent of Independent Registered Public Accounting Firm

We consent to the use of our reports dated February 23, 2021, with respect to the consolidated financial statements of Cimarex Energy Co., and the effectiveness of internal control over financial reporting, incorporated herein by reference.

/s/ KPMG LLP

Denver, Colorado

October 13, 2021
October 13, 2021

We hereby consent to the incorporation by reference in the Registration Statement on Form S-8 of Coterra Energy Inc. to be filed with the Securities and Exchange Commission on or about October 13, 2021 (the “Registration Statement”) of all references to our firm and of our report dated January 27, 2021, included in or made a part of the Annual Report on Form 10-K for the year ended December 31, 2020 of Coterra Energy Inc.

Yours very truly,

MILLER AND LENTS, LTD.
Texas Registered Engineering Firm No. F-1442

By: /s/ Jennifer A. Godbold
Jennifer A. Godbold, P.E.
Vice President
Coterra Energy Inc.
Three Memorial City Plaza
840 Gessner Road, Suite 1400
Houston, Texas 77024

Ladies and Gentlemen:

We hereby consent to the reference to DeGolyer and MacNaughton and to the incorporation by reference of our review of the proved oil, condensate, natural gas liquids, and gas reserves, as of December 31, 2020, estimated by Cimarex Energy Co. (“Cimarex”), that was presented in our report of third party dated January 20, 2021 as an exhibit in the Annual Report on Form 10-K of Cimarex for the fiscal year ended December 31, 2020, in the form and context in which it appears or is incorporated by reference into the Registration Statement on Form S-8 of Coterra Energy Inc. to be filed on or about October 13, 2021.

Very truly yours,

/s/ DeGOLYER and MacNAUGHTON
DeGOLYER and MacNAUGHTON
Texas Registered Engineering Firm F-716