

Timeline of E-mail Contact

- 2/14/18** – Detailing that we will discuss proposals on Friday 2/16/18
- 2/23/18** – Davis Armour provided lease layer of Chisholm interest for possible trade
- 2/26/18** – Called Davis and left voicemail asking about possible Term Assignment terms
- 2/27/18** – TA offer from Chisholm: \$2,500/nma, 3 year term, XEC deliver 78% NRI
- 2/27/18-3/6/18** – Phone calls discussing TA (per email detail)
- 3/7/18** – Emailed Davis mentioning \$6,000/nma offer not being high enough, asked about Chisholm interest in the E/2 of Section 3, requested the Davis call me on 3/8/18
- 3/12/18** – I requested SHL, BHL, TVD in addition to frac design for wells
- 3/13/18** – Received email from Davis regarding frac design
- 3/13/18** – Notified Davis of request for continuance to force pooling while we work through trade and/or TA
- 3/20/18** – Requested lease info for Term Assignment
- 3/21/18** – Receive info
- 3/27/18** – details phone conversation in which we discussed clarification of acreage
- 4/2/18** – Notified Davis of our issue with title
- 4/3/18** – Follow up to phone call, detailed Farmout and Preferential Right issue
- 4/3/18** – Davis says that no conveyances were found in the field
- 4/4/18** – Notice of Fuel Products Interest – 12.5% interest in question
- 4/16/18** – Davis emails to notify me that he is coming to Midland for the Shrimp Boil. Offers to send Chisholm form of Term Assignment they have used in the past. I return the email explaining to Davis that we are still trying to figure out how to resolve issue with Fuel Products.
- 4/26/18** – Emailed Davis request title opinion – needed help determining what happened with Fuel/Mallon interest
- 4/27/18** – Notified Chisholm of Preferential Right & Operating Rights of Fuel, 7/8/96 JOA – emailed copies of the unfiled & unrecorded 1999 assignments
- 5/7/18** – followed up with Davis concerning 4/27/18 email and asked how Chisholm would like to proceed
- 5/29/18** – sent proposed Term Assignment draft to Davis for review



6/12/18 – received new Term Assignment form from Davis – Chisholm indicated that they could not work with XEC form as is.

6/18/18 – notified Davis of issue with perforation language and \$/acre amount due to that specific language

Davis replies that he is happy to review changes

6/29/18 – Still working through changes and trying to determine whether we can justify \$7,000/acre to earn ALL of Wolfcamp instead of 100' below deepest perforation – I emailed Davis to update that we were still working through the issues

7/12/18 – called Davis per 7/12/18 email – says he will call tomorrow

7/23/18 – Davis emails to say he left voicemail on Friday (7/20/18) – wants to confirm that Cimarex elected to go Non-Consent

I respond saying it was NOT our intention to go Non-Consent – intent was to finalize Term Assignment and trade.

Davis responds and says “Lets get this worked out ASAP”

I respond with concerns of language, 180 day CD – I incorrectly state that deal was \$10,000/nma

7/24/18 – Davis responds detailing \$7,000/nma (he is correct and I agree)

7/25/18 – I request call to discuss details of deal

Davis responds with a conference call # and time – no other correspondence

7/26/18 – Discussed Non-Consent/Term Assignment/Trade issue. They mention that management may not honor original deal now that 30 day election under the orders has passed. I request that we move forward with the deal and Davis says that he will “discuss with management” and in the meantime will send over the word form of Term Assignment that he previously provided so that I may make changes.

7/30/18 – I follow up with Davis and request word form of Term Assignment

Davis replies with \$2,500/nma offer

8/1/18 – I respond to Davis thanking for offer and notifying Chisholm of Cimarex’s move to file a Motion to Stay