

Fill in this information to identify the case:

Debtor Extraction Oil & Gas, Inc.

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 20-11548

**Official Form 410
Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>AH4R PROPERTIES LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>AH4R-CO, LLC</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>AH4R PROPERTIES LLC</u>	
	<u>Helen Cho</u>	
	<u>30601 AGOURA RD</u>	
	<u>STE 200</u>	
	<u>AGOURA HILL, CA 91301</u>	
	Contact phone <u>3104942234</u>	Contact phone _____
	Contact email <u>ljensen@ah4r.com</u>	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 49649 ____

7. How much is the claim? \$ 18.75 percent of royalties. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Oil and Gas Lease

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ See summary page

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/23/2020
MM / DD / YYYY

/s/Helen Cho
Signature

Print the name of the person who is completing and signing this claim:

Name Helen Cho
First name Middle name Last name

Title AVP

Company AH4R Properties, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 571-1791 | International (781) 575-2049

Debtor: 20-11548 - Extraction Oil & Gas, Inc.		
District: District of Delaware		
Creditor: AH4R PROPERTIES LLC Helen Cho 30601 AGOURA RD STE 200 AGOURA HILL, CA, 91301 Phone: 3104942234 Phone 2: Fax: Email: ljensen@ah4r.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor: AH4R-CO, LLC	Amends Claim: No Acquired Claim: No	
Basis of Claim: Oil and Gas Lease	Last 4 Digits: Yes - 49649	Uniform Claim Identifier:
Total Amount of Claim: 18.75 percent of royalties	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: Yes, 18.75 percent of royalties Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Helen Cho on 23-Sep-2020 10:46:35 a.m. Eastern Time Title: AVP Company: AH4R Properties, LLC		



Mid-Continent Energy
 Oil & Natural Gas Property Investments
 6692 South Hill Way- Littleton, CO 80120

AH4R CO LLC
22917 PACIFIC COAST HWY STE 300
MALIBU, CA 90265

Re: Proposed Oil, Gas and Mineral Lease for Township 1 South Range 66 West of the 6th P.M. Section 4: THE PRESERVE BLK:6 LOT:1
 Adams County, Colorado also known as 3744 BALDERAS ST Brighton, CO 80601

I am an independent land man with Mid-Continent Energy, LLC working with Extraction Oil & Gas, LLC. According to my mineral title research, you may own an interest in the subject tracts of land located in Adams County, Colorado. Extraction is a private Oil and Gas Exploration and Production company who would like to acquire an Oil, Gas & Mineral Lease covering your interests which we believe to be **0.18** gross acres, of which you own **50%** of that mineral estate, for the following terms.

Bonus Price: \$1,250.00 per net mineral acre
Royalty: 18.75%
Term: 5 years

This agreement is subject to Mid-Continent and Extraction's due diligence on your mineral ownership rights and total Net Mineral Acres for the tract(s) of land described above for Extraction. It is Extraction's intent to lease all of the mineral acres to which Lessor owns Marketable Title; however, until Closing, Extraction shall have the right to decline to lease any of the mineral acres which, in Extraction's good faith opinion, are subject to matters which render title to be less than Marketable Title. In the event Extraction discovers such matters, it shall give written notice thereof to Lessor and such interests shall no longer be subject to this Agreement ("Excluded Interests"). Closing ("Closing") shall occur at the earlier of **July 9, 2014** or within three (3) business days after receipt by Lessor of written confirmation from Extraction that its title due diligence is complete and all representations of Lessor are true and correct up to Closing. At Closing Lessor shall deliver the Oil and Gas Lease leasing to Extraction the Minerals (excluding any Excluded Interests) properly executed and notarized. Extraction shall pay to Lessor in immediately available funds the Bonus Price per net acre, adjusted for title defects. If you agree to the above terms, please follow these instructions:

- Sign and date this letter below and fill out sign and date the W-9 form included,
- Date, Sign and Notarize the Oil and Gas Lease enclosed
- Send the original Letter & Oil and Gas Lease and W-9 dated, signed and notarized to Mid-Continent Energy, LLC in the self-addressed envelope provided.

Upon receipt of these documents, we will promptly begin our due diligence to confirm your ownership in the subject tracts of land. By signing below you acknowledge that you agree to lease 100% of the mineral interest you own in the subject tracts of land, to Extraction Oil & Gas LLC, for the terms listed above.

Thank you for doing business with Extraction Oil & Gas LLC.

Kelly Shapiro ← _____ ←
 AH4R CO LLC
 Kelly Shapiro- Vice President Counsel

KShapiro@ah4r.com ← _____ ← 310-441-2232
 Owner Email Owners Phone #

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

Name (as shown on your income tax return)

AH4R-LO

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

- Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
- Other (see instructions) ▶ _____

Exemptions (see instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

30601 Agoura Road Suite 200

City, state, and ZIP code

Agoura Hills CA 91301

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
			-			-		

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

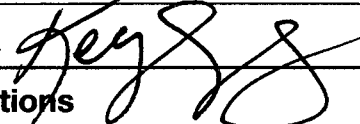
Employer identification number									
8	0	-	0	8	6	0	1	7	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **6/11/14**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

OIL AND GAS LEASE

AGREEMENT is made and entered into on the _____ day of _____, 2014 AH4R CO LLC, whose address is 22917 PACIFIC COAST HWY STE 300, MALIBU, CA 90265 hereinafter called Lessor, (whether one or more), and **Extraction Oil & Gas, LLC**, a Delaware limited liability company whose address is **1888 Sherman Street, Suite 200, Denver, CO 80203**, hereinafter called Lessee;

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of drilling, mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, specifically including helium, carbon dioxide, and coalbed methane dewatering of coalbed methane all that certain tract of land situated in the County of Adams, State of Colorado described as follows, to-wit:

Township 1 South, Range 66 West of the 6th P.M.
Section 4: THE PRESERVE BLK:6 LOT:1

Also known as 3744 BALDERAS ST Brighton, CO 90265

THIS IS A NON-SURFACE USE LEASE AND NO DRILLING OR PRODUCTION EQUIPMENT WILL BE LOCATED ON THE LEASED PREMISES.

Together with any reversionary rights therein, and together with all riparian rights and strips or parcels of land not exceeding approximately one acre, adjoining or contiguous to the above described land and owned or claimed by Lessor, and containing **0.18 acres**, more or less ("Leased Premises");

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced in paying quantities from said leased premises or on acreage pooled, communitized or unitized therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced in paying quantities on the leased premises or on acreage pooled, communitized or unitized therewith but Lessee is then engaged in drilling, re-working or dewatering operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled, communitized or unitized therewith; and operations shall be considered to be continuously prosecuted if not more than one hundred and twenty (120) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled, communitized or unitized therewith, the production or de-watering thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling, re-working or dewatering operations within one hundred and twenty (120) days from date of cessation of production, dewatering or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations or dewatering operations are continued at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced in paying quantities or dewatering operations are continued from the leased premises or on acreage pooled, communitized or unitized therewith. In the event a well or wells is drilled and completed on the Leased Premises, or on the lands pooled, communitized or unitized therewith, for the purpose of developing coalbed gas, the words "operations" and "capable of producing gas" shall mean, in addition to those matters covered in the preceding paragraph: (1) operations of said wells to remove water or other substances from the coalbed, or to dispose of such water or other substances, even though such operations do not result in the production of hydrocarbons in paying quantities, or (2) shutting-in or otherwise discontinuing production from said wells to allow for surface or underground mining affecting the drill site or wellbore.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

3. In consideration of the leased premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on the leased premise, the equal **eighteen and three quarters (18.75%) percent** part of all oil produced and saved from the leased premises.

2nd. To pay Lessor on gas and casinghead gas produced from the leased Premises (1) when sold by Lessee, **eighteen and three quarters (18.75%) percent** of the net proceeds realized by Lessee in an arm's length transaction from such sale or (2) when used by Lessee off the leased premises or in the manufacture of gasoline or other products, the market value, at the wellhead, of **eighteen and three quarters (18.75%) percent** of such gas and casinghead gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of **eighteen and three quarters (18.75%) percent** of the proceeds, at the wellhead, payable monthly at the prevailing market rate.

4th. In calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes.

4. If after the primary term one or more wells on the Leased Premises or lands pooled, communitized or unitized therewith are capable of producing in paying quantities oil or gas or other substances covered hereby, but such well or wells are either shut in or production therefrom is not being sold by Lessee, including dewatering of coalbed gas, such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining this lease. If for a period of ninety (90) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, including dewatering of coalbed gas, the Lessee shall pay an aggregate shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor on or before the anniversary date of this lease next ensuing after the expiration of the said ninety (90) day period and thereafter on or before each anniversary of date of this lease while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease in its primary term or otherwise being maintained by operations, or if production is being sold by Lessee from another well on the Leased Premises or lands pooled, communitized or unitized therewith, no shut-in royalty shall be due until end of the next following anniversary date of this lease that

cessation of such operation or production occurs, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease. Payment of shut-in gas royalties shall not hold the Lease for more than two consecutive years following expiration of the primary term. For purposes hereof, a well will be considered to be shut in if it produces less than 180 days in any 12 month period first commencing on the anniversary date of the Lease.

5. If said Lessor owns a less interest in the Leased Premises than the entire and undivided fee simple estate therein, then the royalties (including any shut-in royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, and water produced on the Leased Premises for Lessee's operation thereon. The parties agree that without a separate written agreement, Lessee has no rights to water, except that, during the term of the Lease, Lessee may use on the leased premises non-tributary groundwater produced (i.e. produced water) as set forth in this paragraph on the leased premises in conjunction with its operations, as provided by law [C.R.S. §37-90-137(7)(a)].

7. When requested by Lessor, Lessee shall bury Lessee's pipeline below plow depth.

8. No well shall be drilled nearer than 500 feet to the house or barn now on the Leased Premises without written consent of Lessor.

9. Lessee shall only pay for damages caused by Lessee's operations to growing crops on the Leased Premises.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on the Leased Premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part, by area and/or depth or zone and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrator, successors and assigns. No change in ownership of Lessor's interest (by assignment or otherwise) shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty (60) days after Lessee has been furnished with notice from Lessor and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of the Leased Premises shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. In the event of death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of the decedent or the decedent's estate. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons either jointly, or separately in proportion to the interest which each owns. If Lessee transfers or assigns its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of the Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the Lease Premises, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and transferee in proportion to the net acreage interest in this lease then held by each.

12. Lessee, at its option is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the Leased Premises and as to anyone or more of the formations hereunder to pool, communitized or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit, pooled area or communitized area shall be accomplished by Lessee executing and filing of record a declaration of such unitization, pooling or communitization or reformation, which declaration shall describe the unit, pooled area or communitized area. Any unit, pooled area or communitized area may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling, dewatering or reworking operations or a well shut in for want of a market anywhere on a unit, pooled area or communitized area which includes all or a part of this lease shall be treated as if it were production, drilling, dewatering or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit, area or communitized area, royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit, pooled area or communitized area production that the total number of surface acres covered by this lease and included in the unit, pooled area or communitized area bears to the total number of surface acres in such unit, pooled area or communitized area or as prescribed in such unit, pooled area or communitized area. In addition to the foregoing, Lessee shall have the right to unitize, communitize, pool, or combine all or any part of the Leased Premises as to one or more of the formations hereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. If parts of the land covered by this lease are not included in a unit or units, then at the end of the primary term, such parts of the lands shall be released from this lease unless otherwise held as set forth herein. Pooling and unitization shall be limited to spacing orders approved by the Colorado Oil and Gas Conservation Commission and units for maintenance of pressure. Lessee shall have no right to commit the lands described in this lease to a state or federal exploratory unit.

13. Anything in this lease to the contrary notwithstanding, Lessee's obligations under this lease shall be subject to all applicable laws, rules, regulations and orders of any government authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas or other substance covered hereby. When drilling, reworking, production or other operations or obligations under this lease are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, or by an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood or other act of nature, explosion, fracking bans, governmental action, governmental delay, restraint or inaction, which is not reasonably within control of the Lessee, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provision or implied covenants of this lease when drilling, production, or other operations are so prevented or delayed.

14. No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 45 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such time period.

15. Lessor hereby warrants and agrees to defend the title to the Leased Premises, and agrees that the Lessee shall have the right at

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On June 12, 2014 before me, Susan Beth Watson, Notary Public, personally appeared Kelly Shapiro who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan Beth Watson





RETURN

NADOA Model Form Division Order (Adopted 9/95) -

TRANSFER DIVISION ORDER

To: Extraction Oil and Gas, Inc.
370 17th Street, Suite 5300
Denver, CO 80202

Date: NOV. 1, 2019

Analyst: L. Collins

Well/Property Name: See Exhibit
Well API Number: See Exhibit
Well/Property Number: See Exhibit
Well Spacing Location: See Exhibit
County and State: Weld County, Colorado

Production Type: X Oil X Gas X Other

Table with 6 columns: Owner Number, Owner Name and Mailing Address, Tax Identification, Interest Type, Pay Status, Interest Decimal. Row 1: 49649, AH4R PROPERTIES LLC, 30601 AGOURA RD, STE 200, AGOURA HILL, CA 91301, XX-XXX0173, See Exhibit, See Exhibit, See Exhibit.

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by Extraction Oil and Gas, Inc. ("Payor").

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective within 60 days of notification from Payee.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify, defend and hold harmless and reimburse Payor from and against any and all claims and causes of action of any kind, including attorneys' fees and costs arising from such claims or causes of action, brought by or which may in the future be brought by any person who is or claims to be entitled to assert a claim for any amount attributable to an interest to which the undersigned is not entitled. The undersigned agrees to reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100.00, or pay annually, whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the Lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the Laws of the state in which the property is located.

A facsimile or scanned copy of a signed copy of this Division Order shall be deemed an original.

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.

Owner(s) Signature: [Handwritten Signature]
Printed Name: Helen Cho

Owner(s) Tax I.D. (SSN or EIN): 80-0860173

Change of Address Request:
Old Mailing Address:

Printed Name:

Phone Number (optional): 310-494-2234

New Mailing Address:

Printed Name:

Email Address (optional): helen@ah4r.com

Owner ID: 49649
Well File: 2834



<u>Well #</u>	<u>Well Name</u>	<u>Well API</u>	<u>Spacing Description</u>	<u>Unit Acres</u>	<u>Interest Type</u>	<u>Paycode</u>	<u>Decimal Interest</u>
2834	DUCK CLUB 12W-20-01C	0500110160	1S 66W, SEC 10: E/2, SEC 11: ALL, SEC 12: W/2	1283.0547	RI	M	0.00000343
2835	DUCK CLUB 12W-20-02N	0500110162	1S 66W, SEC 10: E/2, SEC 11: ALL, SEC 12: W/2	1283.0547	RI	M	0.00000343
2836	DUCK CLUB 12W-20-03N	0500110165	1S 66W, SEC 10: E/2, SEC 11: ALL, SEC 12: W/2	1283.0547	RI	M	0.00000343
2837	DUCK CLUB 12W-20-04N	0500110157	1S 66W, SEC 10: E/2, SEC 11: ALL, SEC 12: W/2	1283.0547	RI	M	0.00000343
2838	DUCK CLUB 12W-20-05C	0500110159	1S 66W, SEC 10: E/2, SEC 11: ALL, SEC 12: W/2	1283.0547	RI	M	0.00000343
2839	DUCK CLUB 12W-20-06N	0500110161	1S 66W, SEC 10: E/2, SEC 11: ALL, SEC 12: W/2	1283.0547	RI	M	0.00000343
2840	DUCK CLUB 12W-20-07N	0500110167	1S 66W, SEC 10: E/2, SEC 11: ALL, SEC 12: W/2	1283.0547	RI	M	0.00000343
2841	DUCK CLUB 12W-20-08C	0500110166	1S 66W, SEC 10: E/2, SEC 11: ALL, SEC 12: W/2	1283.0547	RI	M	0.00000343
2842	DUCK CLUB 12W-20-09N	0500110164	1S 66W, SEC 10: E/2, SEC 11: ALL, SEC 12: W/2	1283.0547	RI	M	0.00000343
2843	DUCK CLUB 12W-20-10N	0500110163	1S 66W, SEC 10: E/2, SEC 11: ALL, SEC 12: W/2	1283.0547	RI	M	0.00000343
2844	DUCK CLUB 12W-20-11N	0500110156	1S 66W, SEC 10: E/2, SEC 11: ALL, SEC 12: W/2	1283.0547	RI	M	0.00000343
2845	DUCK CLUB 12W-20-12C	0500110158	1S 66W, SEC 10: E/2, SEC 11: ALL, SEC 12: W/2	1283.0547	RI	M	0.00000343

Paycode Legend

- M = Account is current for this well and in PAY status
- SDO = We require this executed Division Order in order to release funds for this well
- SID = We require this signed Division Order and a W-9 form to release funds for this well
- ST = Your account is in title suspense and needs resolution before payment can be made

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. American Homes 4 Rent, L.P.		
	2 Business name/disregarded entity name, if different from above AH4R Properties, LLC		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
	5 Address (number, street, and apt. or suite no.) See instructions. 30601 Agoura Road Ste 200		Requester's name and address (optional)
	6 City, state, and ZIP code Agoura Hills, CA 91301		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	0	-	0	8	6	0	1	7	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

