

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>AMY K BLUM</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
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?	Where should notices to the creditor be sent? AMY K BLUM PO BOX 3042 DENVER, CO 80201 Contact phone <u>3036817112</u> Contact email <u>akblum70@gmail.com</u>	Where should payments to the creditor be sent? (if different) Amy K Blum 2611 Birch St United States DENVER, CO 80207 Contact phone _____ Contact email _____
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) 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: 3923 ____

7. How much is the claim? \$ unknown. 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.
Overriding royalty interest in oil gas and mineral 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. \$ _____

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)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

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 08/12/2020
MM / DD / YYYY

/s/ Amy K. Blum
Signature

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

Name Amy K. Blum
First name Middle name Last name

Title Individual

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 2611 Birch St, DENVER, CO, 80207, United States

Contact phone 303-681-7112 Email akblum70@gmail.com



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: AMY K BLUM PO BOX 3042 DENVER, CO, 80201 Phone: 3036817112 Phone 2: Fax: Email: akblum70@gmail.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
		Has Related Claim: No Related Claim Filed By:
		Filing Party: Creditor
Disbursement/Notice Parties: Amy K Blum 2611 Birch St United States DENVER, CO, 80207 Phone: Phone 2: Fax: E-mail: DISBURSEMENT ADDRESS		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Overriding royalty interest in oil gas and mineral lease	Last 4 Digits: Yes - 3923	Uniform Claim Identifier:
Total Amount of Claim: unknown	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 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: Amy K. Blum on 12-Aug-2020 5:46:54 p.m. Eastern Time Title: Individual Company:		

Optional Signature Address:

Amy K. Blum
2611 Birch St

DENVER, CO, 80207
United States

Telephone Number:
303-681-7112

Email:
akblum70@gmail.com



DIVISION ORDER

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

Date: January, 2019

Analyst: R. VandenBrock

Well/Property Name: See Exhibit on Reverse Side
 Well API Number: See Exhibit on Reverse Side
 Well/Property Number: See Exhibit on Reverse Side
 County and State: Adams, Colorado
 Spacing Unit Gross Acres: See Exhibit on Reverse Side
 Spacing Description: See Exhibit on Reverse Side

Production Type: Oil Gas Other

Owner Number	Owner Name	Tax Identification	Interest Type	Interest Decimal
46933	AMY K BLUM PO BOX 3042 DENVER, CO 80201	MUST PROVIDE	OR	See Reverse Side

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 and 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: _____

Owner(s) Tax I.D. (SSN or EIN): _____

Change of Address Request:

Printed Name: _____

Old Mailing Address: _____

Printed Name: _____

Phone Number (optional): _____

New Mailing Address: _____

Printed Name: _____

Email Address (optional): _____



Well #	Well Name	Well API	Well Spacing	Unit Acres	Paycode	Decimal Interest
2606	PC 01S-66-2928 02CDH	0500110040	1S 66W, SEC 28: N/2N/2, SEC 29: N/2N/2	320.581	SID	0.00012594
2607	PC 01S-66-2928 03NH	0500110033	1S 66W, SEC 28: N/2N/2, SEC 29: N/2N/2	320.581	SID	0.00012594
2608	PC 01S-66-2928 07CDH	0500110041	1S 66W, SEC 28: S/2N/2, SEC 29: S/2N/2	320.595	SID	0.00002041
2609	PC 01S-66-2928 08NH	0500110046	1S 66W, SEC 28: S/2N/2, SEC 29: S/2N/2	320.595	SID	0.00002041

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.

EXTRACTION OIL & GAS, INC.
 720-481-2380
 370 17TH STREET
 SUITE 5300
 DENVER, CO 80202



Owner ID: 46933
 Check Date: 03/27/2020
 Check No.: 201575
 Check Amount: 123.73



000520 R3N6TTA
 AMY K BLUM
 PO BOX 3042
 DENVER CO 80201



Please login to ENERGYLINK.COM to access the details for your payment.

Well#	Well Name	State	County	Gross				Owner						
				Quantity	Value	Deductions	Net	Interest	Paid Int %	Value	Deductions	Net Share		
2606	PC 01S-66-2928 02CDH	CO	ADAMS											
12/31/19	G OR			1.81	15,932.47	28,793.36	22,597.96	6,195.40	OR	0.012594	3.63	2.84		0.79
							21,309.59					2.68	PRC	
							31.67					0.00	CON	
							968.77					0.12	ADV	
							287.93					0.04	SEV	
12/31/19	L OR			19.00	1,561.44	29,666.37	15,083.19	14,583.18	OR	0.012594	3.74	1.90		1.84
							12,530.47					1.58	PRC	
							32.63					0.00	CON	
							2,223.43					0.28	ADV	
							296.66					0.04	SEV	
12/31/19	O OR			0.00	0.00	0.00	0.00	0.00	OR	0.012594	0.00	0.00		0.00
12/31/19	G OR			0.00	0.00	0.00	0.00	0.00	OR	0.012594	0.00	0.00		0.00
12/31/19	L OR			0.00	0.00	0.00	0.00	0.00	OR	0.012594	0.00	0.00		0.00
01/31/20	O OR			50.69	4,237.89	214,812.53	30,310.05	184,502.48	OR	0.012594	27.05	3.82		23.23
							27,925.63					3.52	ADV	
							2,148.13					0.27	SEV	
							236.29					0.03	CON	
01/31/20	O OR			50.69	-4,237.89	-214,812.53	-30,310.05	-184,502.48	OR	0.012594	-27.05	-3.82		-23.23
							-27,925.63					-3.52	ADV	
							-2,148.13					-0.27	SEV	
							-236.29					-0.03	CON	
01/31/20	O OR			50.69	4,737.38	240,131.04	33,882.49	206,248.55	OR	0.012594	30.24	4.26		25.98
							31,217.04					3.93	ADV	
							2,401.31					0.30	SEV	
							264.14					0.03	CON	
01/31/20	G OR			1.60	14,926.44	23,844.37	21,136.62	2,707.75	OR	0.012594	3.00	2.66		0.34
							20,427.80					2.57	PRC	
							26.23					0.00	CON	
							444.15					0.06	ADV	
							238.44					0.03	SEV	

PLEASE DETACH BEFORE DEPOSITING CHECK

Owner ID: 46933

Owner Name: AMY K BLUM
 Check Date: 03/27/2020
 Check No.: 201575

Check Amount: 123.73

Well#	Well Name	State	County	Gross				Owner					
				Quantity	Value	Deductions	Net	Interest	Paid Int %	Value	Deductions	Net	
01/31/20	L OR	14.49	1,584.83	22,970.65	14,563.03	.	8,407.62	OR	0.012594	2.89	1.83	.	1.06
					13,013.64	PRC					1.64	PRC	
					25.27	CON					0.00	CON	
					1,294.41	ADV					0.16	ADV	
					229.71	SEV					0.03	SEV	
02/29/20	O OR	43.05	4,065.14	175,012.62	24,694.28	.	150,318.34	OR	0.012594	22.04	3.11	.	18.93
					22,751.64	ADV					2.87	ADV	
					1,750.13	SEV					0.22	SEV	
					192.51	CON					0.02	CON	
2607	PC 015-66-2928 03NH	CO	ADAMS										
12/31/19	G OR	1.81	12,999.83	23,583.98	18,509.48	.	5,074.50	OR	0.012594	2.97	2.33	.	0.64
					17,454.20	PRC					2.20	PRC	
					25.94	CON					0.00	CON	
					793.50	ADV					0.10	ADV	
					235.84	SEV					0.03	SEV	
12/31/19	L OR	19.00	1,274.03	24,205.77	12,341.15	.	11,864.62	OR	0.012594	3.05	1.55	.	1.50
					10,263.42	PRC					1.29	PRC	
					26.63	CON					0.00	CON	
					1,809.04	ADV					0.23	ADV	
					242.06	SEV					0.03	SEV	
12/31/19	O OR	0.00	0.00	0.00	0.00	.	0.00	OR	0.012594	0.00	0.00	.	0.00
12/31/19	G OR	0.00	0.00	0.00	0.00	.	0.00	OR	0.012594	0.00	0.00	.	0.00
12/31/19	L OR	0.00	0.00	0.00	0.00	.	0.00	OR	0.012594	0.00	0.00	.	0.00
01/31/20	O OR	50.69	2,790.45	141,443.78	19,957.72	.	121,486.06	OR	0.012594	17.81	2.52	.	15.29
					18,387.69	ADV					2.32	ADV	
					1,414.44	SEV					0.18	SEV	
					155.59	CON					0.02	CON	
01/31/20	O OR	50.69	-2,790.45	-141,443.78	-19,957.72	.	-121,486.06	OR	0.012594	-17.81	-2.52	.	-15.29
					-18,387.69	ADV					-2.32	ADV	
					-1,414.44	SEV					-0.18	SEV	
					-155.59	CON					-0.02	CON	
01/31/20	O OR	50.69	3,118.64	158,079.31	22,304.99	.	135,774.32	OR	0.012594	19.91	2.81	.	17.10
					20,550.31	ADV					2.59	ADV	
					1,580.79	SEV					0.20	SEV	
					173.89	CON					0.02	CON	
01/31/20	G OR	1.61	12,748.92	20,584.40	18,246.85	.	2,337.55	OR	0.012594	2.59	2.30	.	0.29
					17,634.94	PRC					2.22	PRC	
					22.64	CON					0.00	CON	
					383.43	ADV					0.05	ADV	
					205.84	SEV					0.03	SEV	
01/31/20	L OR	14.49	1,353.63	19,619.62	12,542.28	.	7,077.34	OR	0.012594	2.47	1.57	.	0.90
					11,234.43	PRC					1.41	PRC	
					21.58	CON					0.00	CON	
					1,090.07	ADV					0.14	ADV	
					196.20	SEV					0.02	SEV	
02/29/20	O OR	43.05	2,734.08	117,707.79	16,608.57	.	101,099.22	OR	0.012594	14.82	2.10	.	12.72
					15,302.01	ADV					1.93	ADV	
					1,177.08	SEV					0.15	SEV	
					129.48	CON					0.02	CON	
2608	PC 015-66-2928 07CDH	CO	ADAMS										
12/31/19	G OR	1.80	12,867.03	23,178.07	18,190.91	.	4,987.16	OR	0.002041	0.47	0.37	.	0.10
					17,153.79	PRC					0.35	PRC	
					25.50	CON					0.00	CON	
					779.84	ADV					0.02	ADV	
					231.78	SEV					0.00	SEV	
12/31/19	L OR	19.00	1,261.01	23,958.48	12,152.61	.	11,805.87	OR	0.002041	0.49	0.25	.	0.24
					10,086.78	PRC					0.21	PRC	
					26.35	CON					0.00	CON	
					1,799.90	ADV					0.04	ADV	
					239.58	SEV					0.00	SEV	
12/31/19	O OR	0.00	0.00	0.00	0.00	.	0.00	OR	0.002041	0.00	0.00	.	0.00
12/31/19	G OR	0.00	0.00	0.00	0.00	.	0.00	OR	0.002041	0.00	0.00	.	0.00
12/31/19	L OR	0.00	0.00	0.00	0.00	.	0.00	OR	0.002041	0.00	0.00	.	0.00
01/31/20	O OR	50.69	3,475.50	176,168.34	24,857.35	.	151,310.99	OR	0.002041	3.60	0.51	.	3.09
					22,901.88	ADV					0.47	ADV	
					1,761.68	SEV					0.04	SEV	

Owner ID: 46933

Owner Name: AMY K BLUM
 Check Date: 03/27/2020
 Check No.: 201575

Check Amount: 123.73

Well#	Well Name		Gross				State	County	Owner			
Sale Date	PC	Type	Price	Quantity	Value	Deductions	Net	Interest	Paid Int %	Value	Deductions	Net
01/31/20	O	OR	50.69	-3,475.50	-176,168.34	193.79 -24,857.35 -22,901.88 -1,761.68 -193.79	CON -151,310.99	OR	0.002041	-3.60	0.00 -0.51 -0.47 -0.04 0.00	CON -3.09
01/31/20	O	OR	50.69	3,884.38	196,893.53	27,781.68 25,596.16 1,968.94	CON 169,111.85	OR	0.002041	4.02	0.56 0.52 0.04	CON 3.46
01/31/20	G	OR	1.60	12,276.69	19,615.83	17,388.28 16,805.15 21.58 365.39 196.16	CON 2,227.55	OR	0.002041	0.40	0.35 0.34 0.00 0.01 0.00	CON 0.05
01/31/20	L	OR	14.49	1,303.49	18,892.88	11,979.84 10,705.81 20.78 1,064.32 188.93	CON 6,913.04	OR	0.002041	0.39	0.24 0.22 0.00 0.02 0.00	CON 0.15
02/29/20	O	OR	43.05	3,340.20	143,802.60	20,290.55 18,694.34 1,438.03 158.18	CON 123,512.05	OR	0.002041	2.94	0.41 0.38 0.03 0.00	CON 2.53
2609	PC	015-66-2928 08NH					CO	ADAMS				
12/31/19	G	OR	1.83	13,098.14	23,934.86	18,784.86 17,713.87 26.33 805.31 239.35	CON 5,150.00	OR	0.002041	0.49	0.38 0.36 0.00 0.02 0.00	CON 0.11
12/31/19	L	OR	19.00	1,283.66	24,388.81	12,499.80 10,416.12 26.83 1,812.96 243.89	CON 11,889.01	OR	0.002041	0.50	0.25 0.21 0.00 0.04 0.00	CON 0.25
12/31/19	O	OR	0.00	0.00	0.00	0.00	CON	OR	0.002041	0.00	0.00	0.00
12/31/19	G	OR	0.00	0.00	0.00	0.00	CON	OR	0.002041	0.00	0.00	0.00
12/31/19	L	OR	0.00	0.00	0.00	0.00	CON	OR	0.002041	0.00	0.00	0.00
01/31/20	O	OR	50.69	2,128.16	107,873.44	15,220.94 14,023.55 1,078.73 118.66	CON -92,652.50	OR	0.002041	2.20	0.31 0.29 0.02 0.00	CON 1.89
01/31/20	O	OR	50.69	-2,128.16	-107,873.44	-15,220.94 -14,023.55 -1,078.73 -118.66	CON -92,652.50	OR	0.002041	-2.20	-0.31 -0.29 -0.02 0.00	CON -1.89
01/31/20	O	OR	50.69	2,378.53	120,564.13	17,011.60 15,673.34 1,205.64 132.62	CON 103,552.53	OR	0.002041	2.46	0.34 0.32 0.02 0.00	CON 2.12
01/31/20	G	OR	1.63	12,069.16	19,620.80	17,392.68 16,809.41 21.58 365.48 196.21	CON 2,228.12	OR	0.002041	0.40	0.35 0.34 0.00 0.01 0.00	CON 0.05
01/31/20	L	OR	14.49	1,281.45	18,573.52	11,937.14 10,708.52 20.43 1,022.45 185.74	CON 6,636.38	OR	0.002041	0.38	0.24 0.22 0.00 0.02 0.00	CON 0.14
02/29/20	O	OR	43.05	2,035.19	87,619.37	12,363.09 11,390.52 876.19 96.38	CON 75,256.28	OR	0.002041	1.79	0.25 0.23 0.02 0.00	CON 1.54
2867	PC	015-66-2928 05NH					CO	ADAMS				
12/31/19	G	OR	1.79	13,292.92	23,847.07	18,715.96 17,648.91	CON 5,131.11	OR	0.007318	1.75	1.37 1.29	CON 0.38



R3M6T190 000520 09019011363 NNNNNN NNNNNN NNNNNNNN 000002



Owner ID: 46933 Owner Name: AMY K BLUM
 Check Date: 03/27/2020 Check Amount: 123.73
 Check No.: 201575

Well#	Well Name			State		County		Owner			
Sale Date	Type	Price	Quantity	Value	Gross Deductions	Net	Interest	Paid Int %	Value	Deductions	Net
12/31/19	L OR	19.00	1,302.75	24,751.50	26.23 CON 802.35 ADV 238.47 SEV 12,517.70 . 10,377.92 PRC 27.23 CON 1,865.03 ADV 247.52 SEV	12,233.80	OR	0.007318	1.81	0.00 CON 0.06 ADV 0.02 SEV 0.92 . 0.76 PRC 0.00 CON 0.14 ADV 0.02 SEV	0.89
01/31/20	O OR	50.69	4,032.57	204,405.53	28,841.63 . 26,572.72 ADV 2,044.06 SEV 224.85 CON	175,563.90	OR	0.007318	14.96	2.11 . 1.94 ADV 0.15 SEV 0.02 CON	12.85
01/31/20	O OR	50.69	-4,032.57	-204,405.53	-28,841.63 . -26,572.72 ADV -2,044.06 SEV -224.85 CON	-175,563.90	OR	0.007318	-14.96	-2.11 . -1.94 ADV -0.15 SEV -0.02 CON	-12.85
01/31/20	O OR	50.69	4,507.09	228,457.87	32,235.40 . 29,699.52 ADV 2,284.58 SEV 251.30 CON	196,222.47	OR	0.007318	16.72	2.36 . 2.17 ADV 0.17 SEV 0.02 CON	14.36
01/31/20	G OR	1.58	11,923.57	18,879.78	16,735.82 . 16,174.57 PRC 20.77 CON 351.68 ADV 188.80 SEV	2,143.96	OR	0.007318	1.38	1.22 . 1.18 PRC 0.00 CON 0.03 ADV 0.01 SEV	0.16
01/31/20	L OR	14.49	1,266.00	18,349.46	11,553.66 . 10,304.09 PRC 20.18 CON 1,045.90 ADV 183.49 SEV	6,795.80	OR	0.007318	1.34	0.84 . 0.75 PRC 0.00 CON 0.08 ADV 0.01 SEV	0.50
02/29/20	O OR	43.05	4,133.74	177,966.22	25,111.03 . 23,135.61 ADV 1,779.66 SEV 195.76 CON	152,855.19	OR	0.007318	13.02	1.83 . 1.69 ADV 0.13 SEV 0.01 CON	11.19
2868						CO		ADAMS			
12/31/19	G OR	1.79	10,955.46	19,560.01	15,351.34 . 14,476.11 PRC 21.52 CON 658.11 ADV 195.60 SEV	4,208.67	OR	0.001020	0.20	0.16 . 0.15 PRC 0.00 CON 0.01 ADV 0.00 SEV	0.04
12/31/19	L OR	19.00	1,073.67	20,399.14	10,281.06 . 8,512.25 PRC 22.44 CON 1,542.38 ADV 203.99 SEV	10,118.08	OR	0.001020	0.21	0.11 . 0.09 PRC 0.00 CON 0.02 ADV 0.00 SEV	0.10
01/31/20	O OR	50.69	3,651.74	185,101.67	26,117.85 . 24,063.22 ADV 1,851.02 SEV 203.61 CON	158,983.82	OR	0.001020	1.89	0.27 . 0.25 ADV 0.02 SEV 0.00 CON	1.62
01/31/20	O OR	50.69	-3,651.74	-185,101.67	-26,117.85 . -24,063.22 ADV -1,851.02 SEV -203.61 CON	-158,983.82	OR	0.001020	-1.89	-0.27 . -0.25 ADV -0.02 SEV 0.00 CON	-1.62
01/31/20	O OR	50.69	4,081.26	206,873.32	29,189.82 . 26,893.53 ADV 2,068.73 SEV 227.56 CON	177,683.50	OR	0.001020	2.11	0.29 . 0.27 ADV 0.02 SEV 0.00 CON	1.82
01/31/20	G OR	1.58	10,477.76	16,562.63	14,681.80 . 14,189.44 PRC 18.22 CON 308.51 ADV 165.63 SEV	1,880.83	OR	0.001020	0.17	0.14 . 0.14 PRC 0.00 CON 0.00 ADV 0.00 SEV	0.03
01/31/20	L OR	14.49	1,112.48	16,124.47	10,139.49 . 9,039.46 PRC 17.74 CON 921.05 ADV 161.24 SEV	5,984.98	OR	0.001020	0.16	0.10 . 0.09 PRC 0.00 CON 0.01 ADV 0.00 SEV	0.06

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ASSIGNMENT OF OIL AND GAS LEASES

STATE OF COLORADO §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF ADAMS §

The undersigned, **Mid-Continent Energy, LLC**, a Colorado limited liability company whose address is 6692 South Hill Way, Littleton, CO 80120, (hereinafter referred to as "Assignor") for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and convey, subject to the exceptions, reservations, conditions and other provisions hereinafter set out, unto **Extraction Oil & Gas, Inc.**, a Delaware corporation whose address is 370 Seventeenth Street, Suite 5300, Denver, CO 80202 (hereinafter referred to as "Assignee") in all right, title and interest insofar and only insofar as described in the oil and gas leases in Exhibit "A" attached hereto and made a part hereof.

ASSIGNOR RESERVES AND EXCEPTS, however, and thus is not hereby conveyed, an overriding royalty interest on all oil, gas or other hydrocarbons produced, saved and sold from the subject lands equal to the difference between twenty (20%) percent and existing lease burdens of record. Said overriding royalty interests shall be free of all costs and expenses of exploration, development, operation, producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, marketing and /or otherwise making oil, gas, casinghead gas and other products ready for sale or use, but shall be subject to taxes applicable to said interest and the production therefrom said Leases. Said overriding royalty interest shall also apply to any extensions, renewals, top-leases and replacements thereof obtained by Assignees or its successors or assigns within one year after the termination or expiration of the Leases.

To have and to hold the leasehold interest conveyed hereby, together with all and singular the rights, privileges, hereditaments and appurtenances thereunto in any way belonging unto Assignee, its legal representatives, successors and assigns.

The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the parties hereto together with their respective heirs, successors and assigns.

This assignment is expressly made subject to the following: (1) all of the terms, provisions, conditions and obligations contained in the Leases; and (2) all agreements, assignments, contracts, easements, burdens, encumbrances or any other instruments or documents which exist at the time of this conveyance.

Assignor does not warrant title of any kind, either express or implied, except Assignor warrants that it is the lawful owner of the Leases, that no default has been declared under the Leases, and that the interests assigned hereby are free and clear of any liens, burdens or encumbrances arising by, through or under Assignor, but not otherwise.

This Assignment may be executed in any number of counterparts with each having the force and effect of an original.

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases by and between **Mid-Continent Energy, LLC.**, as Assignor and **Extraction Oil & Gas, LLC** as Assignee, covering the following lands in Adams County, Colorado.

#1

Lease Date: May 31, 2017
Recorded: Reception No. 2017000047163 on June 1, 2017
Lessor: Clifton W. Arrington, Jr.
Lessee: Mid-Continent Energy, LLC
Description: Insofar and only insofar as the lease covers the following lands:

Township 1 South, Range 66 West, 6th P.M.

Section 28: Parcel in the NW/4, beginning at a point on the North line of Section 28, from which the N/4 corner of said Section 28 bears S89°59'30"E a distance of 326.50 feet; Thence along said North line of Section 28 N89°59'30"W a distance of 635.40 feet to the Southeasterly right of way line of Interstate Highway No. 80-S; Thence along said right of way line of Highway I 80-S, S37°30'15"W a distance of 551.40 feet; Thence continuing along said right of way line, S29°32'00"W a distance of 2,019.30 feet to the Northwesterly right of way line of C. B. & Q Railroad; Thence along said railroad right of way line, N41°52'00"E a distance of 1,471.70 feet; Thence continuing along said railroad right of way line, N02°31'30"E a distance of 78.90 feet; Thence continuing along said railroad right of way line N41°52'00"E a distance of 1,328.70 feet; Thence continuing along said railroad right of way line, S89°59'30"E a distance of 67.10 feet; Thence continuing along said railroad right of way line, N41°52'00"E a distance of 40.30 feet, more or less, to the point of beginning, and

Section 28: Parcel in the NW/4, beginning at the Northwest corner of said NW/4 of Section 28; Thence S00°08'02"W on an assumed bearing along the West line of said NW/4 a distance of 30.05 feet to the true point of beginning; Thence continuing S00°08'02"W along line of said NW/4 a distance of 702.80 feet; Thence S89°58'07"E parallel to the North line of said NW/4 a distance of 354.87 feet; Thence S00°00'53"W a distance of 20.00 feet; Thence S89°58'07"E a distance of 159.88 feet; Thence S23°50'53"W a distance of 270.25 feet; Thence S89°58'07"E a distance of 384.23 feet, to a point on the Northwesterly right of way line of U.S. Highway No. 6 described in Book 477 at Page 585, Adams County records; Thence N29°32'00"E along said Northwesterly right of way line a distance of 1,032.60 feet; Thence N60°28'00"W a distance of 145.25 feet to a point 30.00 feet South of the North line of said NW/4; Thence N89°58'07"W and parallel to the North line of said NW/4 a distance of 1,170.57 feet, to the true point of beginning (20.785 acres), EXCEPT the South 10.00 feet of the North 40.00 feet of the West 971.00 feet (.223 acres) and the West 50.00 feet of the North 540.00 feet of said NW/4 (.620 acres) dedicated for street purposes on the recorded plat of Red Arrow Park Adams County, Colorado.

#2

Lease Date: May 22, 2017
Recorded: Reception No. 2017000047154 on June 1, 2017
Lessor: David Alan Haas
Lessee: Mid-Continent Energy, LLC
Description: Insofar and only insofar as the lease covers the following lands:

Township 2 South, Range 67 West, 6th P.M.

Section 1: That part of the SE/4SE/4, lying Southeast of the Railroad and bounded on the East by County Road No. 514, on the Northeast by the Chicago, Burlington and Quincy Railroad, and on the Southeast by old U.S. Highway No. 6, more particularly described as follows: Beginning at the Southeast corner of said Section 1; Thence along the East line of said Section, 802.11 feet, more or less, to a point being the true point of beginning; Thence North along the East line 321.55 feet, more or less, to a point on the Southerly right-of-way line of the Chicago, Burlington and Quincy Railroad; Thence S41°53'00"W along said railroad right-of-way line, 956.85 feet, more or less to a point on the Northwesterly right-of-way of highway; Thence along said Northwesterly right-of-way line, 752.00 feet, more or less, to the true point of beginning, EXCEPT the East 30.00 feet thereof for road. Adams County, Colorado

Corrected via Correction

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#3

Lease Date: June 14, 2017
Recorded: Reception No. 2017000053954 on June 23, 2017
Lessor: George A. & Jacquelyn M. Hovorka Revocable Trust
Lessee: Mid-Continent Energy, LLC
Description: Insofar and only insofar as the lease covers the following lands:
Township 2 South, Range 67 West, 6th P.M.
Section 1: Lot 2, Block 1, Fuller Estates Subdivision III, being part of the E/2W/2, Adams County, Colorado

#4

Lease Date: May 19, 2017
Recorded: Reception No. 2017000047151 on June 1, 2017
Lessor: Catherine G. Newkirk and Robert L. Newkirk as Joint Tenants
Lessee: Mid-Continent Energy, LLC
Description: Insofar and only insofar as the lease covers the following lands:
Township 2 South, Range 67 West, 6th P.M.
Section 1: Lot 7, Block 1, Fuller Estates Subdivision III, being part of the E/2W/2 Adams County, Colorado

#5

Lease Date: June 8, 2017
Recorded: Reception No. 2017000051352 on June 15, 2017
Lessor: North Forest Office Space-Denver, LLC
Lessee: Mid-Continent Energy, LLC
Description: Insofar and only insofar as the lease covers the following lands:
Township 2 South, Range 67 West, 6th P.M.
Sections 12: Unit 1 (1.33 acres), Unit 2 (.85 acres), Unit 3 (1.06 acres), Unit 4 (.68 acres), Unit 5 (.94 acres) and Unit 6 (.94 acres), North Forest Office Space Condo Center Subdivision, being part of the SE/4 per Plat recorded at Reception #2014000066117 Adams County, Colorado.

#6

Lease Date: June 15, 2017
Recorded: Reception No. 2017000052725 on June 20, 2017
Lessor: Donald M. Otten Revocable Trust, Donald M. Otten, Trustee
Lessee: Mid-Continent Energy, LLC
Description: Insofar and only insofar as the lease covers the following lands:
Township 1 South, Range 66 West, 6th P.M.
Section 21: Parcel in the SW/4, more particularly described as Block 64 of vacated Barr City, together with those portions adjoining said Block 64 of the Southerly ½ of vacated First Street, the Westerly ½ of vacated Pine Street, Vacated Brighton Boulevard and vacated Jefferson Boulevard, all as vacated by Vacation Plat Barr City recorded in File 12 as Map No. 26, at Reception No. 791307, EXCEPT any portion thereof lying East of the Westerly line of the Brighton Lateral and also EXCEPT any portion thereof lying within the 136th Avenue right-of-way. Adams County, Colorado.

#7

Lease Date: May 30, 2017
Recorded: Reception No. 2017000050175 on June 12, 2017
Lessor: Rock Creek Investments, LLC,
a Colorado Limited Liability Company
Lessee: Mid-Continent Energy, LLC
Description: Insofar and only insofar as the lease covers the following lands:
Township 2 South, Range 67 West, 6th P.M.
Section 1: That part of the SE/4SE/4, lying Southeast of the Railroad and bounded on the East by County Road No. 514, on the Northeast by the Chicago, Burlington and Quincy Railroad, and on the Southeast by old U.S. Highway No. 6, more particularly described as follows: Beginning at the Southeast corner of said Section 1; Thence along the East line of said Section, 802.11 feet, more or less, to a point being the true point of beginning;

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Thence North along the East line 321.55 feet, more or less, to a point on the Southerly right-of-way line of the Chicago, Burlington and Quincy Railroad; Thence S41°53'00"W along said railroad right-of-way line, 956.85 feet, more or less to a point on the Northwesterly right-of-way of highway; Thence along said Northwesterly right-of-way line, 752.00 feet, more or less, to the true point of beginning, EXCEPT the East 30.00 feet thereof for road.

#8

Lease Date: June 6, 2017
Recorded: Reception No. 2017000050153 on June 12, 2017
Lessor: Terry Shauffer
Lessee: Mid-Continent Energy, LLC
Description: Insofar and only insofar as the lease covers the following lands:

Township 1 South, Range 66 West, 6th P.M.

Section 21: Part of Block 57 and a Replat of Block 58, Barr City, also being a part of the SW/4, beginning at the S/4 corner of said Section 21; Thence Westerly along the South line of said Section a distance of 351.16 feet; Thence on an angle to the right of 90°00'00" a distance of 50.00 feet to the point of beginning, said point of beginning also being on the point of intersection of the Northerly right of way line of Jefferson Boulevard and the Northwesterly right of way line of the Burlington and Colorado Railroad; Thence on an angle to the left of 90°00'00" along said Northerly right of way line a distance of 116.18 feet; Thence on an angle to the right of 90°08'01" a distance of 135.18 feet to a point on the South line of Lot 27 ½ of said replat of Block 58; Thence on an angle to the left of 90°07'54" along said South line a distance of 7.50 feet to the Southwest corner of said Lot 27 ½; Thence on an angle to the right of 90°07'55" a distance of 270.36 feet to the Northwest corner of Lot 37 of said Replat of Block 58, said point also being on the South line of Lot 38 of said Replat of Block 58; Thence on an angle to the left of 90°07'43" along said South line of Lot 38 and along the South line of Lot 7 of said Replat of Block 58 a distance of 120.34 feet to the point of intersection of the South line of said Lot 7 and the Southeasterly right of way line of Interstate Highway No. 76; Thence on an angle to the right of 135°25'23" along said Southeasterly right of way line a distance of 249.73 feet to the point of intersection of said Southeasterly right-of-way line and the North line of said Replat of Block 58; Thence on an angle to the right of 44°33'46" along said North line and along the North line of said Block 57 a distance of 367.82 feet to the Northeast corner of said Block 57, said point also being on the Westerly right of way line of Burlington Boulevard; Thence on an angle to the right of 90°07'55" along the East line of said Block 57 and along said Westerly right of way line a distance of 243.45 feet to the point of intersection of the said East line of Block 57 and the Northwesterly right of way line of said Burlington and Colorado Railroad; Thence on an angle to the right of 41°42'47" along said Northwesterly right of way line a distance of 452.78 feet to the point of beginning, EXCEPT the following parcels: Parcel in the SW/4, lying in a portion of the Replat of Block 58, Barr City, beginning at the S/4 corner of Section 21; Thence along the South line of the SW/4 of Section 21 S89°34'15"W a distance of 467.50 feet; Thence N00°17'16"W a distance of 50.00 feet to a point on the Northerly right-of-way line of Jefferson Boulevard, being the point of beginning: 1.) Thence N00°17'16"W a distance of 135.00 feet to a point on the Southerly line of Lot 27 ½, said Block 58; 2.) Thence along the Southerly line of said Lot 27 ½ S89°34'15"W a distance of 7.50 feet to the Southwest corner of said Lot 27 ½; 3.) Thence N00°17'16"W a distance of 392.89 feet to a point on the Southeasterly line of a parcel of land described in a right-of-way deed recorded at Book 445, Page 439 of the Adams County Clerk and Recorder's Office; 4.) Thence along said Southeasterly parcel line N45°07'38"E a distance of 74.42 feet to a point on the Northerly line of said Block 58; 5.) Thence along the Northerly line of said Block 58 N89°34'15"E a distance of 13.82 feet; 6.) Thence S08°27'32"W a distance of 44.86 feet; 7.) Thence S00°17'16"E a distance of 535.68 feet to a point on the Northerly right-of-way line of Jefferson Boulevard; 8.) Thence along said Northerly right-of-way line S89°34'15"W a distance of 52.50 feet, to the point of beginning. (.7474 acres; as described in 4431/8).

Parcel in the SW/4, lying in a portion of the Replat of Block 58, Barr City, beginning at the S/4 corner of Section 21; Thence along the South line of the SW/4 of Section 21 S89°34'15"W a distance of 475.00 feet; Thence N00°17'16"W a distance of 50.00 feet to the Southwesterly corner of Lot 24, said Block 58; Thence continuing along the said same bearing N00°17'16"W a distance of 405.00 feet to the Southeasterly corner of Lot 7, said Block 58; Thence along the Southerly line of said Lot 7 S89°34'15"W a distance of 84.87

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feet, to the point of beginning; 1.) Thence continuing along said Southerly line of Lot 7 S89°34'15"W a distance of 40.13 feet to a point on the Southeasterly line of a parcel of land described in a right-of-way deed recorded at Book 445, Page 439 of the Adams County Clerk and Recorder's Office; 2.) Thence along said Southeasterly parcel line N45°07'38"E a distance of 76.21 feet; 3.) Thence S14°33'10"W a distance of 55.24 feet, to the point of beginning. (.0246 acres; as described in 4431/8).

Parcel in the SW/4, lying in a portion of the Replat of Block 58, Barr City, beginning at the S/4 corner of Section 21; Thence along the South line of the SW/4 of Section 21 S89°34'15"W a distance of 475.00 feet; Thence N00°17'16"W a distance of 50.00 feet to the Southwesterly corner of Lot 24, said Block 58; Thence continuing along the same said bearing N00°17'16"W a distance of 405.00 feet to the Southeasterly corner of Lot 7 of said Block 58; Thence along the Southerly line of said Lot 7 S89°34'15"W a distance of 84.87 feet, more or less, to the point of beginning; 1.) Thence N14°33'10"E a distance of 55.24 feet, to the Southerly right-of-way line of SH 76; 2.) Thence along said right-of-way line N45°07'38"E a distance of 99.30 feet; 3.) Thence S00°17' 16"E a distance of 122.89 feet to a Southerly property line; 4.) Thence along a Southerly property line S89°34'15"W a distance of 84.87 feet, more or less, to the true point of beginning. (.1517 acres; as described in 4431/8)

#9

Lease Date: July 12, 2017
Recorded: Reception No. 2017000061586 on July 18, 2017
Lessor: Beverly Jo Stevenson
Lessee: Mid-Continent Energy, LLC
Description: Insofar and only insofar as the lease covers the following lands:

Township 2 South, Range 67 West, 6th P.M.

Sections 12: Parcel in the NW/4, beginning at a point on the North line of said Section 12, from which point the Northwest corner of Section 12 bears N89°35'30"W a distance of 1,126.70 feet; Thence S54°51'30"W a distance of 1,292.80 feet; Thence N04°54'00"W a distance of 530.00 feet to the East boundary line of county road; Thence N89°49'00"W a distance of 25.00 feet to the West line of Section 12; Thence S00°11'00"W along the West line of Section 12 a distance of 1,528.20 feet; Thence S89°49'00"E a distance of 25.00 feet; Thence N04°31'00"E a distance of 700.00 feet; Thence N54°51'30"E a distance of 1,812.60 feet to the North line of Section 12; Thence N89°35'30"W along the North line of Section 12 a distance of 430.00 feet, more or less, to the point of beginning. (10.845 acres; as described in Book 624, Page 212)

Parcel in the NW/4, beginning at the Northwest corner of said NW/4; Thence S89°35'30"E on an assumed bearing along the North line of said NW/4 a distance of 1,126.70 feet to a point on the Northwesterly right-of-way line of U.S. Highway No. 6; Thence S54°51'30"W along said Northwesterly right-of-way line a distance of 1,292.80 feet; Thence N04°54'00"W along said Northwesterly right-of-way line a distance of 530.00 feet to a point 25.00 feet East of the West line of said NW/4; Thence N89°48'17"W a distance of 25.00 feet to a point on said West line; Thence N00°11'43"E along said West line a distance of 224.02 feet, to the point of beginning. (9.755 acres; as described in Book 1955, Page 255). Adams County, Colorado

#10

Lease Date: June 7, 2017
Recorded: Reception No. 2017000054984 on June 27, 2017
Lessor: Clinton D. Swank
Lessee: Mid-Continent Energy, LLC
Description: Insofar and only insofar as the lease covers the following lands:

Township 2 South, Range 67 West, 6th P.M.

Section 1: Lot 3, Block 1, Cottonwood
Section 1: Lot 9, Block 1, Cottonwood Lanes,
Section 1: E/2NW/4NW/4 & E/2NW/4NW/4NW/4, EXCEPT Lot 3, Block 1, Cottonwood Lanes (2.855 acres) and Lot 9, Block 1, Cottonwood Lanes (2.187 acres) and EXCEPT the following parcel containing 1.00 acre: Parcel in the NW/4NW/4NW/4, beginning at a point 330.00 feet East and 30.00 feet South of the Northwest corner of Section 1; Thence East 169.50 feet; Thence South 257.00 feet; Thence West 169.50 feet; Thence North 257.00 feet, to the point of beginning. Adams County, Colorado

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#11

Lease Date: May 19, 2017
Recorded: Reception No. 2017000047152 on June 1, 2017
Lessor: Connie Walker & Tom Wurm, as joint tenants
Lessee: Mid-Continent Energy, LLC
Description: Insofar and only insofar as the lease covers the following lands:
Township 2 South, Range 67 West, 6th P.M.
Section 1: Lot 1, Block 1, Fuller Estates Subdivision III, being part of the E/2W/2
Adams County, Colorado

END OF EXHIBIT "A"

UNOFFICIAL COPY

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

STATE OF COLORADO }
 }
COUNTY OF ADAMS } KNOW ALL MEN BY THESE PRESENTS:

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS (this "Assignment"), is dated effective September 1, 2017 at 12:00 am Mountain Standard Time (the "Effective Time"), by and between **MID-CONTINENT ENERGY, LLC**, a Colorado limited liability company, whose mailing address is 6692 South Hill Way, Littleton, CO 80120 ("Assignor retaining a 1.66666667% ORRI), and **PALMER EQUITIES, LLC**, a Colorado limited liability company, whose mailing address is 17315 E. Rice Circle, Unit E, Aurora, CO 80015 ("Assignee" as to a 1.01600000% ORRI"), **Christopher C. Blum** whose address is 2924 Regent Avenue, North Vancouver, British Columbia, Canada V7N-2B4 ("Assignee" as to 0.46466600% ORRI"), and **Amy K. Blum** whose address is 1289 Clayton Street, Denver, CO 80206 ("Assignee as to 0.18600066% ORRI") Assignor and Assignee may be referred to herein individually, as a "Party", or collectively, as the "Parties".

THAT FOR IN AND CONSIDERATION OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby retain that undivided percentage identified above, and then does sell, assign, transfer, set over and convey an undivided interest unto Palmer Equities, LLC, Christopher C. Blum and to Amy K. Blum as to an ORRI in the percentages above as it relates to that certain Oil and Gas Lease described in Exhibit "A" attached hereto and incorporated herein by reference and together with (i) each and every kind and character of right, title, claim, and interest that Assignor has in and to the interests currently pooled, unitized, communitized or consolidated therewith, (ii) the rights incident thereto and personal property thereon, appurtenant thereto or used in connection therewith, and (iii) any and all force-pooling orders covering any portion of the Assigned Overriding Royalty Interests, including, but not limited to, those certain force-pooling orders described on "Exhibit A").

The Assigned and Reserved Overrides (1) shall be payable out of, and only out of, the oil, gas and other hydrocarbons produced, saved and marketed pursuant to the terms of the Leases, (2) shall not, in any event, be paid or accrued upon any oil, gas or other hydrocarbons used for operating, development or production purposes upon the Land or unavoidably lost, (3) shall not be paid upon gas used for re-pressuring, recycling or pressure maintenance operations benefiting the Land, and (4) shall be free and clear of all costs of exploring, drilling, development and operation, except for actual costs incurred for transportation and taxes which may be deducted but for which Assignor shall have no liability.

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COUNTY OF ADAMS }

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50.00 feet to the Southwesterly corner of Lot 24, said Block 58; Thence continuing along the said same bearing N00°17'16"W a distance of 405.00 feet to the Southeasterly corner of Lot 7, said Block 58; Thence along the Southerly line of said Lot 7 S89°34'15"W a distance of 84.87 feet, to the point of beginning; 1.) Thence continuing along said Southerly line of Lot 7 S89°34'15"W a distance of 40.13 feet to a point on the Southeasterly line of a parcel of land described in a right-of-way deed recorded at Book 445, Page 439 of the Adams County Clerk and Recorder's Office; 2.) Thence along said Southeasterly parcel line N45°07'38"E a distance of 76.21 feet; 3.) Thence S14°33'10"W a distance of 55.24 feet, to the point of beginning. (.0246 acres; as described in 4431/8)

Parcel in the SW/4, lying in a portion of the Replat of Block 58, Barr City, beginning at the S/4 corner of Section 21; Thence along the South line of the SW/4 of Section 21 S89°34'15"W a distance of 475.00 feet; Thence N00°17'16"W a distance of 50.00 feet to the Southwesterly corner of Lot 24, said Block 58; Thence continuing along the same said bearing N00°17'16"W a distance of 405.00 feet to the Southeasterly corner of Lot 7 of said Block 58; Thence along the Southerly line of said Lot 7 S89°34'15"W a distance of 84.87 feet, more or less, to the point of beginning; 1.) Thence N14°33'10"E a distance of 55.24 feet, to the Southerly right-of-way line of SH 76; 2.) Thence along said right-of-way line N45°07'38"E a distance of 99.30 feet; 3.) Thence S00°17' 16"E a distance of 122.89 feet to a Southerly property line; 4.) Thence along a Southerly property line S89°34'15"W a distance of 84.87 feet, more or less, to the true point of beginning. (.1517 acres; as described in 4431/8). Adams County, Colorado

Assignee of
Oil and Gas

Lease: Extraction Oil & Gas, Inc., a Delaware corporation
Date Signed: August 30, 2017
Recording: August 30, 2017 Reception No. 201700076042 Adams County, Colorado
Net Acres: 3.6870

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Notwithstanding anything to the contrary herein, the Assigned and Reserved Override shall be proportionately reduced, on a Lease-by-Lease basis: (a) to the extent Assignor owns less than the entire leasehold estate created such Lease; (b) to the extent such Lease covers less than the entire mineral fee estate in, to and under the Lands covered by such Lease, and (c) to the extent the Leases comprise less than all of the lands within the applicable drilling and/or spacing unit for the applicable well.

TO HAVE AND TO HOLD the Properties, together with all and singular the rights, privileges, contracts and appurtenances, in any way appertaining or belonging thereto, unto Assignees, its successors and assigns, forever, subject to the terms and conditions of the Leases, and all landowners' royalties, overriding royalties and other burdens of record as of the Effective Time, and to the terms and conditions of this Assignment, including the following:

- (1) **Special Warranty of Title.** Assignor does not warrant or defend title, except that Assignor warrants that title has not previously been conveyed by, through or under Assignor.
- (2) **Miscellaneous.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns. The Parties shall use their reasonable efforts in good faith to execute all documents and take all other action reasonably necessary to consummate the transactions contemplated by this. All exhibits attached hereto are incorporated herein and made a part hereof for all purposes, as if set forth in full herein. References in such exhibits to instruments on file in the public records are incorporated by reference herein for all purposes. The references in this Assignment or in the exhibits hereto to liens, encumbrances, agreements and other burdens shall not be deemed to recognize or create any rights in third parties. This Assignment may be executed in one or more counterparts. Each counterpart shall be deemed to be an original, but all counterparts taken together shall be deemed to be one assignment.

[signature and acknowledgment pages to follow]

RECEPTION#: 201800058795,
7/23/2018 at 10:15 AM, 1 OF 5,
REC: \$33.00
TD Pgs: 0 Stan Martin, Adams County, CO.

WHEN RECORDED RETURN TO:
Mid-Continent Energy, LLC
40 W. Littleton Boulevard, Suite 210-218
Littleton, CO 80120

MINERAL DEED

STATE OF COLORADO §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF ADAMS §

THIS MINERAL DEED (this "**Mineral Deed**"), is dated effective July ^{19th}, 2018, at 12:00 am Mountain Standard Time (the "**Effective Time**"), by and between **2010-1 RADC/CADC Property IX, LLC**, a Delaware limited liability company, whose mailing address is 4220 Shawnee Mission Parkway, Suite 200B, Fairway, KS 66205 ("**Grantor**"), and **Mid-Continent Energy, LLC**, a Colorado limited liability company, whose mailing address is 40 W. Littleton Boulevard, Suite 210-218, Littleton, CO 80120 ("**Grantee**"). Grantor and Grantee may be referred to herein individually, as a "**Party**", or collectively, as the "**Parties**".

THAT FOR AND IN CONSIDERATION OF TEN DOLLARS (\$10.00), and other good and valuable consideration described in the letter agreement between the Parties, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant, bargain, sell, assign, transfer and convey unto Grantee an undivided 100% of the oil, gas and other minerals (the "**Subject Interests**") in and under and that may be produced from those certain lands (the "**Lands**") described in **Exhibit A**.

{For the avoidance of doubt, it is the intention of Grantor to convey to Grantee ALL of Grantor's right, title and interest in and to any oil, gas and other minerals in and under and that may be produced from the Lands, including, without limitation all of Grantor's mineral fee interests and royalty interests in and to the Lands.}

ALONG WITH ALL of Grantor's right, title and interest in, to and under the following (the Subject Interests and the following are collectively referred to as the "**Assets**"):

1. any and all oil and gas leases (including any reversionary interests or other rights, titles or interests of the lessor (Grantor) hereunder) or lease options covering any portion of the Subject Interests, insofar as and only insofar as such leases cover the Subject Interests (collectively, the "**Leases**"), along with all amendments, ratifications, extensions or renewals of the Leases (or options to extend or renew the Leases);

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2. any and all force-pooling orders covering any portion of the Subject Interests or Lands;
3. any and all bonuses, delay rentals, shut-in royalties, landowner royalties or other revenues payable to Grantor pursuant to the Leases or any other contracts covering the Subject Interests attributable to production that occurs from and after the Effective Time (as hereinafter defined);
4. any and all benefits, income or other revenue attributable to the Subject Interests that occurs from and after the Effective Time;
5. any and all natural gas, casinghead gas, drip gasoline, natural gas liquids, condensate, products, crude oil, and any other hydrocarbons (including produced water and carbon dioxide and other substances produced in association with or extracted from hydrocarbons) produced from or attributable to the Subject Interests from and after the Effective Time, whether gaseous or liquid;
6. any and all oil and gas wells, salt water disposal wells, injection wells and other wells attributable to the Subject Interests; and
7. any and all easements and rights-of-way used or held for use primarily in connection with the Subject Interests.

TO HAVE AND TO HOLD the Assets, together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee, and Grantee's successors and assigns, forever, and Grantor does hereby bind himself/herself/itself, his/her/its successors, assigns, heirs and/or personal representatives, to WARRANT AND FOREVER DEFEND all and singular the Assets unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise; subject to the following terms and conditions:

(a) **Subrogation.** Grantee shall, to the extent permitted by law, be fully substituted and subrogated to Grantor's rights in and to any and all covenants and warranties in the chain of title to the Assets. Grantor hereby grants and transfers to Grantee, and Grantee's successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce such covenants and warranties, if any, which Grantor is entitled to enforce with respect to the Assets.

(b) **No Other Warranties.** Except as otherwise expressly stated herein, Grantor makes not other representations, warranties, or covenants regarding the Assets.

(c) **Miscellaneous.** All exhibits attached hereto are hereby incorporated herein and made a part hereof for all purposes, as if set forth in full herein. The references in this Mineral Deed or in the exhibits hereto to liens, encumbrances, agreements and other burdens shall not be deemed to recognize or create any rights in third parties. The terms and conditions of this Mineral Deed shall be binding upon and inure to the benefit of Grantor and Grantee, and their respective successors and assigns. Grantor and Grantee agree to take all action and to execute, acknowledge

RECEPTION#: 2018000058795,
7/23/2018 at 10:15 AM, 3 OF 5,
TD Pgs: 0 Stan Martin, Adams County, CO.

and deliver all such instruments necessary or advisable to consummate the transactions contemplated by this Mineral Deed. Each Party agrees to execute, acknowledge and deliver to the other Party all such other additional instruments, notices, division orders, transfer orders, and other documents, and to do all such other and further acts and things as may be necessary or useful to more fully and effectively transfer, convey, and assign the interests conveyed herein.

[signature and acknowledgment page follows]

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EXECUTED as of the date of Grantor's acknowledgement below.

GRANTOR:

2010-1 RADC/CADC Property IX, LLC
By: Platform Investments, LLC, its Manager
By: Platform Ventures, LLC, its Manager

By: [Signature]
Name: Kyle Simer
Title: CFO

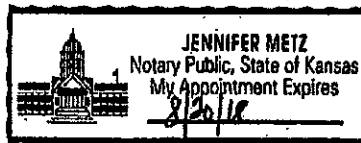
Acknowledgment

THE STATE OF KANSAS §
 §
COUNTY OF JOHNSON §

This instrument was acknowledged before me this 19th day of July, 2018, by Kyle Simer, as CFO of Platform Ventures, LLC, the manager of Platform Investments, LLC, the manager of 2010-1 RADC/CADC Property IX, LLC, a Delaware limited liability company, who affirmed that said instrument was signed on behalf of the company and that the execution of this instrument was the free act and deed of the company.

[Seal]

[Signature]
Notary Public in and for the State of Kansas
Printed Name: Jennifer Metz
My commission expires: 8/20/18
Commission No.: 1182718



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TD Pgs: 0 Stan Martin, Adams County, CO.

EXHIBIT A
Legal Description

Township 2 South, Range 67 West, 6th P.M.

Section 1: Parcel in the SE/4 of Section 1, 2S-67W, beginning at a point on the North line of the SE/4 of said Section (whence the E/4 corner of said Section 1 bears N89°22'24"E 337.00 feet); Thence along the Northerly right-of-way line of Interstate Highway 76 S54°32'13"W 2,807.04 feet to a point on the West line of the SE/4 of said Section 1; Thence along said West line N00°31'17"W 1,603.48 feet to the center of said Section 1 (whence a 2.5" aluminum cap on rebar stamped LS #11805 bears N89°22'24"E .29 feet); Thence along the North line of said SE/4 (the basis of bearings) N89°22'24"E 2,301.03 feet to the point of beginning, EXCEPT the right-of-way of the Burlington Ditch, as constructed, being 25.00 feet on either side of the centerline, offset lines being parallel to and 25.00 feet from the centerline in all cases, and terminating at the West line of the SE/4 of said Section 1, and at the Northerly right-of-way line of Interstate Highway 76, said centerline described as follows: Beginning at the point of beginning of the above-described parcel; Thence along the Northerly right-of-way line of Interstate Highway 76 S54°32'13"W a distance of 756.79 feet to the point of beginning; Thence N84°55'19"W a distance of 26.39 feet; Thence N80°04'55"W a distance of 54.70 feet; Thence N84°57'13"W a distance of 83.80 feet to the point of curve of a tangent curve to the left, of which the radius point lies S05°02'50"W a radial distance of 120.12 feet; Thence Westerly along the arc, through a central angle of 43°17'06" a distance of 90.75 feet; Thence S51°45'46"W a distance of 30.48 feet; Thence S52°36'58"W a distance of 70.33 feet to the point of curve of a tangent curve to the right, of which the radius point lies N37°23'04"W a radial distance of 202.48 feet; Thence Southwesterly along the arc, through a central angle of 25°36'12" a distance of 90.48 feet; Thence S78°13'09"W a distance of 58.31 feet; Thence S84°09'15"W a distance of 33.55 feet to the point of curve of a tangent curve to the left, of which the radius point lies S06°07'01"E a radial distance of 310.26 feet; Thence Westerly along the arc, through a central angle of 28°50'23" a distance of 156.17 feet; Thence S55°16'52"W a distance of 59.11 feet to a point of curve to the left having a radius of 848.64 feet and a central angle of 08°41'54"; Thence Southwesterly along the arc a distance of 128.84 feet; Thence S46°34'58"W a distance of 94.39 feet; Thence S43°04'47"W a distance of 55.46 feet; Thence S37°32'47"W a distance of 28.56 feet; Thence S42°50'49"W a distance of 64.12 feet; Thence S49°56'56"W a distance of 93.60 feet; Thence S45°34'35"W a distance of 125.34 feet to a point of curve to the right having a radius of 375.00 feet and a central angle of 30°23'08"; Thence Southwesterly along the arc a distance of 198.87 feet to the point of compound curve to the right having a radius of 170.54 feet and a central angle of 40°58'00"; Thence Westerly along the arc a distance of 121.94 feet; Thence N63°04'17"W a distance of 98.14 feet; Thence N56°36'38" a distance of 26.73 feet to a point of curve to the left having a radius of 260.19 feet and a central angle of 28°06'54"; Thence Westerly along the arc a distance of 127.68 feet to a point of compound curve to the left having a radius of 75.00 feet and a central angle of 26°17'05"; Thence Westerly along the arc, a distance of 34.41 feet to a point on the West line of the SE/4 of said Section 1 and the point of terminus.

Adams County, Colorado

Containing 40.114 acres, more or less.

AMY K. BLUM

Phone. 303-681-7112

2611 Birch Street
Denver, Colorado 80207

August 12, 2020

BANKRUPTCY PROOF OF CLAIM
EXTRACTION OIL & GAS, INC – DEBTOR
AMY K. BLUM – CREDITOR
CASE # 20-11548-CS

SUBMITTED ONLINE VIA KCCLLC.COM – CREDITOR COUNSEL (VIA: ONLINE CLAIMS PORTAL)

This letter accompanies my proof of claim in the Bankruptcy proceedings of Extraction Oil & Gas, Inc, Case #20-11548-CCS.

Attached herewith please find

1. Division Order
2. Check from Extraction
3. Leases from Mid-Continent Energy, LLC to Extraction Oil & Gas, Inc
4. Assignments of over-riding royalty interests from Mid-Continent Energy, LLC multiple parties, including me, Amy K. Blum

Please confirm receipt of my Proof of Claim and confirmation that all documentation is in order.

Regards,

Amy K. Blum