

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

<p>1. Who is the current creditor?</p>	<p><u>Anadarko E and P Onshore LLC</u> Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>	
<p>2. Has this claim been acquired from someone else?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p>3. Where should notices and payments to the creditor be sent?</p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p>Where should notices to the creditor be sent?</p> <p>Anadarko E and P Onshore LLC Attention to: Steven Messer 5 Greenway Plaza, Suite 110 Houston, TX 77046, USA</p>	<p>Where should payments to the creditor be sent? (if different)</p>
	<p>Contact phone <u>281.793.8161</u></p> <p>Contact email <u>steven_messer@oxy.com</u></p>	<p>Contact phone _____</p> <p>Contact email _____</p>
	<p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>	
<p>4. Does this claim amend one already filed?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY</p>	
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	



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: ____ _

7. How much is the claim? \$ See Attachment. 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.
Indemnity Under Lease Exchange Agreement

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)?

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 08/13/2020
MM / DD / YYYY

/s/Bradley S. Dusek
Signature

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

Name Bradley S. Dusek
First name Middle name Last name

Title Director of Land

Company Occidental Petroleum
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: Anadarko E and P Onshore LLC Attention to: Steven Messer 5 Greenway Plaza, Suite 110 Houston, TX, 77046 USA Phone: 281.793.8161 Phone 2: Fax: Email: steven_messer@oxy.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Indemnity Under Lease Exchange Agreement	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: See Attachment	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No 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: Bradley S. Dusek on 13-Aug-2020 2:58:51 p.m. Eastern Time Title: Director of Land Company: Occidental Petroleum		

Fill in this information to identify the case:

Debtor 1 _____
Debtor 2 _____
(Spouse, if filing)
United States Bankruptcy Court for the: _____ District of _____
Case number _____

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 of 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?	
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 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?
	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Name _____
	Name _____
	Number _____ Street _____
	Number _____ Street _____
	City _____ State _____ ZIP Code _____
	City _____ State _____ ZIP Code _____
	Contact phone _____
	Contact phone _____
	Contact email _____
	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	
<input 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 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: ____ _

7. **How much is the claim?** \$_____. **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.

9. **Is all or part of the claim secured?** No
 Yes. The claim is secured by a lien on property.

Nature of property:

Real estate. If the claim is secured by the debtor's principal 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 amounts 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)?

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

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).

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).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* 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.

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 acknowledgment 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 a 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 _____
MM / DD / YYYY

Signature

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

Name _____
First name Middle name Last name

Title _____

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

Address _____
Number Street

City State ZIP Code

Contact phone _____ Email _____

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF
DELAWARE**

In re:	§	
	§	Chapter 11
EXTRACTION OIL & GAS, INC.	§	
	§	Case No. 20-11548
Debtor,	§	
	§	

ATTACHMENT TO ANADARKO E&P ONSHORE LLC’S PROOF OF CLAIM

This attachment (the “Attachment”) supplements the information stated in the accompanying proof of claim (the “Proof of Claim”) filed by Anadarko E&P Onshore LLC on behalf of itself and related entities (including but not limited to successors and predecessors, collectively, “Anadarko”), and is hereby expressly incorporated as part of the Proof of Claim for all purposes.

GENERAL STATEMENT OF CLAIMS

1. Anadarko holds certain contingent and/or unliquidated claims against Extraction Oil & Gas, Inc. (the “Debtor”) under applicable law and certain contracts by and between Anadarko and the Debtor, including a March 7, 2019 Lease Exchange Agreement (collectively, “Lease Exchange Agreement”), which is attached hereto as Exhibits 1.

2. Anadarko hereby asserts all liquidated, unliquidated, and/or contingent prepetition claims that have or may arise under applicable law and/or the Lease Exchange Agreement, including but not limited to the claims described in more detail below.

INDEMNITY CLAIMS

3. Pursuant to the Lease Exchange Agreement, Anadarko transferred title to a number of oil and gas leases to Extraction and received title to a number of oil and gas leases from Extraction.

4. The Lease Exchange Agreement required Extraction to indemnify Anadarko from various damages arising from the exchanged leases, including but not limited to pre-closing damages arising from Extraction leases and post-closing damages arising from Anadarko Leases.

5. Accordingly, Anadarko hereby asserts and reserves any such rights of indemnity.

GENERAL STATEMENT AND RESERVATION OF RIGHTS

6. The filing of this Proof of Claim is not and shall not be deemed or construed as:

- a. a waiver or release of Anadarko's right to trial by jury in this court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution;
- b. consent by Anadarko to a jury trial in this court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157 or otherwise;
- c. consent by Anadarko or waiver or release of Anadarko's right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge;
- d. a waiver of the right to move to withdraw the reference with respect to the subject matter of the Proofs of Claim, any objection thereto, or other proceeding which may be commenced in these cases against or otherwise involving Anadarko;
- e. consent by Anadarko or release of Anadarko's right to contest the venue or jurisdiction of this Court over any bankruptcy case, adversary proceeding,

contested matter, or other proceedings;

- f. an election of remedies;
- g. a waiver of Anadarko's right to claim any post-petition interest or all reasonable fees, costs, or charges under 11 U.S.C. § 506 and the operative documents;
- h. a waiver of Anadarko's right to assert an administrative expense claim under Bankruptcy Code section 503(b).

7. Anadarko also specifically reserves the right to assert any and all additional rights and claims that have arisen or may arise under the documents and/or any other contracts and/or agreements between the parties. Anadarko does not waive (and expressly reserves) any claim, right, or right of action that Anadarko has or might have against the Debtor, the Debtor's estate, or any other person, whether such claim, right, or action arises prior to, upon, or after the Debtor's petition date.

8. The Proof of Claim is not intended to be, and shall not be construed as, an election of remedies, a waiver of any defaults or a waiver or limitation of any rights, remedies, claims, defenses, or interests of Anadarko, including but not limited to any right of setoff, offset, recoupment, § 502(h) claim, or similar rights or defenses under any agreement, contract, statute, common law, or equitable doctrine.

Exhibit 1

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (this “*Agreement*”) is made and entered into March 7, 2019 (the “*Effective Date*”) by and between Kerr-McGee Oil & Gas Onshore LP (“*KMG*”) and Anadarko E&P Onshore LLC (“*AEPO*”), each a Delaware limited liability company, having an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202 and Extraction Oil & Gas, Inc., a Delaware corporation, having an address of 370 17th Street, Suite 5300, Denver, Colorado 80202 (“*XOG*”). *KMG*, *AEPO* and *XOG* may also be referred to herein individually as a “*Party*,” or collectively as the “*Parties*.”

RECITALS

XOG owns an interest in the oil and gas leases described on Exhibit A attached to this Agreement, insofar and only insofar as the oil and gas leases cover the lands and depths described on Exhibit A, together with all oil, gas, natural gas liquids and other hydrocarbons and products produced in association therewith (“*Hydrocarbons*”) produced therefrom on or after the Effective Date (the “*XOG Leases*”) and currently owns an interest in the wells described on Exhibit A-1 (the “*KMG Wells*”). *KMG* owns an interest in the oil and gas leases described on Exhibit B attached to this Agreement, insofar and only insofar as the oil and gas leases cover the lands and depths described on Exhibit B, together with all Hydrocarbons produced therefrom on or after the Effective Date (the “*KMG Leases*”), and *KMG* together with *AEPO* own an interest in the wells described on Exhibit B-1 (the “*XOG Wells*”). *AEPO* owns an interest in the oil and gas leases described on Exhibit B-2 attached to this Agreement, insofar and only insofar as the oil and gas leases cover the lands and formations described on Exhibit B-2, together with all Hydrocarbons produced therefrom on or after the Effective Date (the “*AEPO Leases*”). The *XOG Leases* together with the *KMG Leases* and *AEPO Leases* are collectively referred to in this Agreement as the “*Leases*.” The *XOG Wells* together with the *KMG Wells* are collectively referred to in this Agreement as the “*Wells*.” The lands described on Exhibit A are referred to in this Agreement as the “*XOG Lands*,” the lands described on Exhibit B are referred to in this Agreement as the “*KMG Lands*,” the lands described on Exhibit B-2 are referred to in this Agreement as the “*AEPO Lands*” and the *XOG Lands*, *KMG Lands*, and *AEPO Lands* are collectively referred to in this Agreement as the “*Lands*.”

KMG, *AEPO* and *XOG* desire to effect a like-kind exchange pursuant to section 1031 of the Internal Revenue Code of 1986, as amended, of the *KMG Leases* and *AEPO Leases* in exchange for the *XOG Leases*, in each case, on the terms and conditions set forth in this Agreement (the “*Exchange*”).

AGREEMENT

Now, therefore, in consideration of the premises and of the mutual promises, representations, warranties, covenants, conditions and agreements contained herein, the Parties agree as follows:

1. Exchange of Oil and Gas Leases and Wells. On the Closing Date (as hereinafter defined), the Parties will deliver the following documents, each of which will be deemed delivered simultaneously:

- a. XOG will deliver to KMG a fully executed assignment, conveyance and bill of sale conveying all of XOG's right, title and interest in and to the XOG Leases and KMG Wells, including all overriding royalty, net profits interests, production payments, similar payments and all associated rights in the leasehold estate owned by XOG.
- b. KMG will deliver to XOG a fully executed assignment, conveyance and bill of sale conveying all of KMG's right, title and interest in and to the KMG Leases and XOG Wells, including all overriding royalty, net profits interests, production payments, similar payments and all associated rights in the leasehold estate owned by KMG, excluding, all fee mineral interests in the AEPO Lands owned by KMG.
- c. AEPO will deliver to XOG a fully executed assignment, conveyance and bill of sale conveying all of AEPO's right, title and interest in and to the AEPO Leases and XOG Wells, including all overriding royalty, net profits interests, production payments, similar payments and all associated rights in the leasehold estate owned by AEPO.
- d. KMG and AEPO will assign to XOG all contracts, agreements, and instruments to the extent transferable by each Party, related to the operation, ownership, or use of the KMG and AEPO Leases, KMG and AEPO Lands, and XOG Wells as listed on Schedule 1.d. hereto, including, but not limited to all operating agreements, existing and effective unitization agreements, pooling agreements, communitization agreements and unit operating agreements, insofar and only insofar as they relate to the KMG and AEPO Leases and XOG Wells.
- e. XOG will assign to KMG all contracts, agreements, and instruments to the extent transferable by XOG, related to the operation, ownership, or use of the XOG Leases, XOG Lands, and KMG Wells as listed on Schedule 1.e., hereto, including, but not limited to operating agreements, all existing and effective unitization agreements, pooling agreements, communitization agreements and unit operating agreements, insofar and only insofar as they relate to the XOG Leases and KMG Wells.

2. Excluded Assets.

- a. Notwithstanding Sections 1.a. and 1.e. above, the XOG Leases shall not include, and there is excepted, reserved and excluded from this Agreement to the extent of XOG's ownership interest as of the Effective Date: (1) any oil and gas wells not specifically conveyed herein by XOG, including, but not limited to, the oil and gas wells described in Schedule 2.a. (the "*XOG Excluded Wells*"), together with the Hydrocarbons produced therefrom, insofar and only insofar as such Hydrocarbons are produced from those formations in which such wells are currently completed and to conduct and participate in operations, maintenance, production, abandonment, and

remediation of the XOG Excluded Wells and any pooling rights associated therewith; (2) all tangible personal property, equipment, fixtures, facilities, and improvements located on the lands covered by the XOG Leases or on lands pooled or unitized therewith and owned for the production, treating, storing, transportation, or marketing of oil, gas, and other Hydrocarbons from the XOG Excluded Wells, including without limitation, well heads, casing, tubing, tanks, pumps, compressors, boilers, separators, and other appurtenances; (3) joint and concurrent rights to the Material Contracts insofar and only insofar as is necessary for XOG to continue to access, operate, and produced Hydrocarbons from the XOG Excluded Wells; (4) all rights-of-way, easements, surface use agreements and other surface rights associated with the XOG Lands, and (5) any Records (defined below) pertaining solely to the XOG Excluded Wells (together (1) through (5) above, are the “*XOG Excluded Assets*”).

- b. Notwithstanding Sections 1.b. through 1.d above, the KMG and AEPO Leases shall not include, and there is expected, reserved and excluded from this Agreement to the extent of KMG’s and AEPO’s ownership interest as of the Effective Date: (1) any oil and gas wells not specifically conveyed herein by KMG and/or AEPO (the “*KMG Excluded Wells*”), together with the Hydrocarbons produced therefrom, insofar and only insofar as such Hydrocarbons are produced from those formations in which such wells are currently completed and to conduct and participate in operations, maintenance, production, abandonment, and remediation of the KMG Excluded Wells and any pooling rights associated therewith; (2) all tangible personal property, equipment, fixtures, facilities, and improvements located on the lands covered by the KMG or AEPO Leases, as applicable, or on lands pooled or unitized therewith and owned for the production, treating, storing, transportation, or marketing of oil, gas, and other Hydrocarbons from the KMG Excluded Wells, including without limitation, well heads, casing, tubing, tanks, pumps, compressors, boilers, separators, and other appurtenances; (3) joint and concurrent rights to the Material Contracts insofar and only insofar as is necessary for KMG or AEPO, as applicable, to continue to access, operate, and produced Hydrocarbons from the KMG Excluded Wells; (4) any Records pertaining solely to the KMG Excluded Wells; (5) all fee mineral interests in the AEPO Lands owned by KMG; and (6) all rights-of-way, easements, surface use agreements and other surface rights associated with the KMG and AEPO Lands (together (1) through (6), above, are the “*KMG Excluded Assets*”).

3. Limited Warranty of Title. All assignments delivered hereunder shall be without warranty of title, except as to all liens, claims, encumbrances and demands of all persons lawfully claiming, by, through or under the assignor, but not otherwise; *provided however*, with respect to all KMG Leases listed on Exhibit B hereto, the assignment delivered hereunder by KMG shall be without any warranty, express or implied, as to title, condition, merchantability or fitness for any purpose.

4. Lease and Well Files. At the Closing, AEPO and KMG shall deliver to XOG and XOG shall deliver to KMG all of their respective Lease and Well files, including copies of the Leases, lease amendments, ratifications, extension agreements, or supplemental agreements with the lessor, pooling agreements, operating agreements, surface use agreements, COGCC orders, and title information (including title memos, abstracts, and title opinions) affecting the Leases and Wells insofar as such information is available to such Party, but only to the extent such Party may do so without violating any obligations to any third party or waiving any legal privilege and to the extent such Party has authorization to grant such access without breaching any restriction binding such Party (the “*Records*”). It is agreed that internal appraisals and interpretive data, seismic, geological or geophysical information, or proprietary, confidential, privileged information related to the Leases, Lands, Wells, and Excluded Assets shall be excluded from the Records exchanged pursuant to this Section 4.

5. Effective Date. The Exchange shall be effective on the Effective Date as first defined above.

6. Representations and Warranties of the Parties. Each Party represents and warrants to the other, with respect to itself and the Leases and Lands assigned by such Party, that as of the date of the Effective Date:

- a. Legal Entity; Authority; Requisite Approvals. KMG and AEPO are limited liability companies duly organized, validly existing and in good standing under the laws of the State of Delaware. XOG is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Each Party has all power and authority necessary to own property and carry on business as now being conducted and is authorized to do business in the State of Colorado. The execution, delivery and performance of this Agreement are within the power of such Party, have been duly authorized by all necessary action and do not contravene or constitute a default or require the further consent of any person or entity under any provision of applicable law, regulation, the governing documents of such Party or any material agreement, judgment, injunction, order, decree or other instrument binding upon such Party or to which any of the Leases is subject. This Agreement has been duly authorized and executed by, and constitutes a valid and binding agreement of such Party enforceable in accordance with its terms.
- b. Brokers Fees. The assigning Party has not incurred any liability, contingent or otherwise, for brokers’, finders’ or similar fees relating to the transactions contemplated by this Agreement for which the acquiring Party shall have any responsibility whatsoever.
- c. Taxes. The assigning Party has paid in full any taxes, assessments or levies of whatever kind by any governmental authority or agency, assessed against the Leases, except those that are not yet due and payable.

- d. Lawsuits and Claims; Compliance with Laws. There is no suit, action, hearing or other proceeding before any court or governmental authority pending, or to the assigning Party's knowledge, threatened, against the assigning Party or any of the Leases or Wells to be assigned by such Party that would result in a material impairment or loss of title to any part of such Leases or Wells or impairment of the value thereof, seeks the imposition of substantial damages with respect to such Leases or Wells or would materially hinder the operation of such Leases or Wells. To the assigning Party's knowledge, it has not received any written notice of termination of any Lease to be assigned by such Party or of any claims with respect to any continuing or uncured breach, default or violation of any of the Leases to be assigned by such Party or any violation of applicable state, federal or local law, code, ordinance, rule or regulation relating to the Leases to be assigned by such Party.
- e. Leases. Except for the KMG Leases, the assigning Party, and to the knowledge of the assigning Party, no other party, is not in default under any Lease to be assigned by such Party, and the Leases to be assigned by such Party are valid and subsisting leases and are currently in force.
- f. Other Agreements. There are none of the following affecting the Leases to be assigned by such Party: (i) agreements containing any area of mutual interest provision that is presently in force and effect, (ii) joint venture, farmout, exploration or similar agreements covering the Leases that have not been fully performed, (iii) marketing agreements, contract dedications or other agreements relating to hydrocarbons produced from the Leases or Lands in which any third party is granted a call on assignor's interest in such production or the right to purchase such production, and (iv) any agreement materially affecting any portion of the Leases that involves obligatory drilling commitments or performance of services or the delivery of goods or materials and requires expenditures in excess of \$25,000 per year net to assignor's interest in the Leases.
- g. Unrecorded Instruments. To the assigning Party's knowledge, there are no unrecorded assignments of overriding royalty interest or carried interests burdening the Leases to be assigned by such Party or other obligations to third parties creating a disproportionate obligation for operating costs relating thereto.
- h. Consents and Preferential Rights. There are no consents required to be obtained for, and no preferential rights to purchase, rights of first refusal or first offer, options to purchase, tag rights, drag rights or similar rights exercisable in connection with the assignments of Leases by such Party hereunder.
- i. No Liens. Except for the existing liens set forth on Schedule 6.i., which will be released at Closing limited to the Leases, Lands and Wells, the

Leases, Lands and Wells are free and clear of all liens and encumbrances arising by, through or under, the assigning Party, but not otherwise.

- j. Contracts. To the Parties knowledge, Schedule 6.j., attached hereto, sets forth all of the contracts, excluding surface use agreements, to which each Party is a part and by which any of the assigning Party's Leases and Lands are bound (the "*Material Contracts*"); provided, however, the Material Contracts do not include the Leases.
- k. Gas Dedication. Except for the agreements set forth on Schedule 6.k. there are no gathering, processing, or other agreements under which any of the assigning Party's Leases, Lands or Hydrocarbon production are dedicated.

For all purposes of this Agreement, "knowledge" means the actual knowledge of those employees of the assigning Party who have responsibility for the assets, without a further duty of further inquiry or investigation.

7. Closing and Closing Documents.

- a. The obligations of each Party to proceed with the Closing are subject, at the option of each Party, to the satisfaction or waiver at or prior to Closing of the following conditions:
 - i. all representations and warranties of the other Party set forth in Section 6 shall be true and correct in all material respects;
 - ii. there are no liens or encumbrances against the Leases or Wells, except for the liens(s) set forth on Schedule 6.i., which shall be released at Closing;
 - iii. all consents and approvals prerequisite to the sale and conveyance of the Leases or Wells (except for consents and approvals customarily obtained subsequent to assignment) have been exercised, waived in writing, or the time period in which such right must be exercised has lapsed; and
 - iv. except as may be agreed to between the Parties, the number of Net Revenue Acres to be assigned by XOG is not less than 286.99 and the number of Net Revenue Acres to be assigned by KMG and AEPO is not less than 291.79.
- b. Closing shall occur at the office of XOG on the Effective Date (the "*Closing Date*"). At Closing, the Parties shall deliver the following documents:
 - i. The assigning Party shall execute, acknowledge and deliver to the acquiring Party a recordable Assignment, Bill of Sale and Conveyance of the Leases and Wells, substantially in the form attached hereto as Exhibit C-1, C-2, or C-3, as applicable.

- ii. The assigning Party shall provide evidence of all consents and approvals prerequisite to the sale and conveyance of its Leases and Wells (except for consents and approvals customarily obtained subsequent to assignment) have been obtained, as well as evidence of waiver or lapse of any unexercised preferential purchase rights applicable to the Leases and Wells.
- iii. Each of KMG, AEPO and XOG shall execute and deliver to the other Party an affidavit of non-foreign status meeting the requirements of the Treasury Regulations promulgated under Section 1445 of the Code in the form of Exhibits D and E respectively, and such other information or documents necessary or appropriate to confirm that the transactions contemplated by this Agreement are not subject to withholding taxes under the Code.
- iv. Each of KMG and XOG shall deliver to the other Party a letter formally withdrawing each of the Party's respective protests in Docket Nos. 171200769, 171200770, and 180300277.
- v. The Parties shall execute and deliver any other documents reasonably requested by either Party in order to effectuate the Exchange.
- vi. Each Party shall deliver to the other Party duly executed and acknowledged releases in recordable form all mortgages, deeds of trust, fixture filings and security agreements encumbering the Leases and Wells, including, but not limited to, all liens set for on Schedule 6.i, as applicable.
- vii. Each Party shall release all dedications of oil, gas and water burdening its interest in the Leases and Wells, including, but not limited to, all dedications set forth on Schedule 6.k, as applicable, and each Party shall deliver to the other Party copies of all fully executed releases to the other Party.

8. [RESERVED]

9. Allocation of Wells Production and Costs. All proceeds (including proceeds held in suspense or escrow) from the sale of production actually sold and delivered by XOG prior to, on or after the Effective Date and attributable to the XOG Wells shall belong to XOG. All costs, expenses and obligations relating to the XOG Wells which accrue on, prior to or after the Effective Date shall be paid and discharged by XOG, including without limitation, plugging and abandonment costs. All proceeds (including proceeds held in suspense or escrow) from the sale of production actually sold and delivered by KMG either prior to, on or after the Effective Date and attributable to the KMG Wells shall belong to KMG. All costs, expenses and obligations relating to the KMG Wells which accrue on, prior to and after the Effective Date shall be paid and discharged by KMG, including without limitation, plugging and abandonment costs.

10. Payment of Taxes. Payment of severance, conservation and other production taxes attributable to the production either prior to, on or after the Effective Date from the XOG Wells shall be the obligation of XOG. Payment of severance, conservation and other production taxes attributable to the production either on, prior to, or after the Effective Date from the KMG Wells shall be the obligation of KMG.

11. Covenants of XOG after Closing. On or before March 7, 2021, XOG agrees to commence, at XOG's sole, cost, risk and expense the actual drilling of two (2) wells (the "*Obligation Wells*"). The Obligation Wells shall be drilled diligently, without unnecessary delay, and in a workmanlike manner. Each Obligation Well shall be Completed (as defined below) if it is a well capable of producing in Paying Quantities (as defined below) or, if such well is a dry hole or incapable of producing in Paying Quantities it shall be plugged and abandoned in accordance with all applicable laws, rules and regulations. XOG shall notify KMG in writing at least ten (10) days prior to the commencement of actual drilling operations for each of the Obligation Wells, and shall furnish to KMG a copy of the surveyor's plat of location for each of the Obligation Wells. Further, XOG agrees that XOG shall drill the Obligation Wells in such a manner as to effect the creation of those certain wellbore spacing units as described in Exhibit F hereto. For purposes of this Agreement, term "Completed" shall mean operations to complete a well capable of production of oil and/or gas in Paying Quantities, including, but not limited to, the setting of production casing, perforating, well stimulation and production testing. For purposes of this Agreement, the term "Paying Quantities" means quantities sufficient to pay the cost of overhead, plus a reasonable profit, exclusive of drilling and Completion costs. If XOG fails to drill and Complete any of the Obligation Wells pursuant to the terms of this Section 11, XOG shall pay to KMG the amount of two hundred and fifty thousand dollars (\$250,000.00) for each Obligation Well not drilled pursuant to the terms of this Section 11 (the "*Liquidated Damages*"). The Parties agree damages that would be suffered by KMG as a result of XOG's failure to drill the Obligation Wells required under this Section 11 would be difficult to estimate and the Liquidated Damages amount represents a reasonable estimate of such damages and does not constitute a penalty.

12. Indemnities.

- a. **KMG SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS XOG FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DEMANDS, EXPENSES, FEES, PENALTIES, LOSSES, LIABILITIES, CAUSES OF ACTION OR JUDGMENTS OF ANY KIND ("*DAMAGES*") TO THE EXTENT CAUSED BY, ARISING OUT OF OR RESULTING FROM ALL OBLIGATIONS UNDER THE KMG LEASES ARISING PRIOR TO THE CLOSING DATE, REGARDLESS OF FAULT.**
- b. **AEPO SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS XOG FROM AND AGAINST ANY AND ALL DAMAGES TO THE EXTENT CAUSED BY, ARISING OUT OF OR RESULTING FROM ALL OBLIGATIONS UNDER THE AEPO LEASES ARISING PRIOR TO THE CLOSING DATE, REGARDLESS OF FAULT.**

- c. **XOG SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS KMG FROM AND AGAINST ANY AND ALL DAMAGES TO THE EXTENT CAUSED BY, ARISING OUT OF OR RESULTING FROM ALL OBLIGATIONS UNDER THE XOG LEASES ARISING PRIOR TO THE CLOSING DATE, REGARDLESS OF FAULT.**
- d. **KMG SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS XOG FROM AND AGAINST ANY AND ALL DAMAGES TO THE EXTENT CAUSED BY, ARISING OUT OF OR RESULTING FROM ALL OBLIGATIONS UNDER THE XOG LEASES ARISING FROM AND AFTER THE CLOSING DATE, REGARDLESS OF FAULT.**
- e. **XOG SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS AEPO FROM AND AGAINST ANY AND ALL DAMAGES TO THE EXTENT CAUSE BY, ARISING OUT OF OR RESULTING FROM ALL OBLIGATIONS UNDER THE AEPO LEASES ARISING FROM AND AFTER THE CLOSING DATE, REGARDLESS OF FAULT.**
- f. **XOG SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS KMG FROM AND AGAINST ANY AND ALL DAMAGES TO THE EXTENT CAUSED BY, ARISING OUT OF OR RESULTING FROM ALL OBLIGATIONS UNDER THE KMG LEASES ARISING FROM AND AFTER THE CLOSING DATE, REGARDLESS OF FAULT.**
- g. **XOG SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS KMG FROM AND AGAINST ANY AND ALL DAMAGES TO THE EXTENT CAUSED BY, ARISING OUT OF OR RESULTING FROM OBLIGATIONS UNDER THE XOG WELLS ARISING ON, PRIOR TO, AND AFTER THE CLOSING DATE, REGARDLESS OF FAULT.**
- h. **KMG SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS XOG FROM AND AGAINST ANY AND ALL DAMAGES TO THE EXTENT CAUSED BY, ARISING OUT OF OR RESULTING FROM OBLIGATIONS UNDER THE KMG WELLS ARISING ON, PRIOR TO, AND AFTER THE CLOSING DATE, REGARDLESS OF FAULT**
- i. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR THE BREACH THEREOF OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT,**

WARRANTY, INDEMNITY OR OTHERWISE, INCLUDING LOSS OF USE, INCREASED COST OF OPERATIONS, LOSS OF PROFIT OR REVENUE, OR BUSINESS INTERRUPTIONS. IN FURTHERANCE OF THE FOREGOING, EACH PARTY RELEASES THE OTHER PARTY AND WAIVES ANY RIGHT OF RECOVERY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY REGARDLESS OF WHETHER ANY SUCH DAMAGES ARE CAUSED BY THE OTHER PARTY'S NEGLIGENCE (AND REGARDLESS OF WHETHER SUCH NEGLIGENCE IS SOLE, JOINT, GROSS, CONCURRENT, ACTIVE, OR PASSIVE NEGLIGENCE), FAULT, WILLFUL MISCONDUCT, OR LIABILITY WITHOUT FAULT; PROVIDED, HOWEVER, THE FOREGOING SHALL NOT BE CONSTRUED AS LIMITING AN OBLIGATION OF A PARTY TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY AGAINST CLAIMS ASSERTED BY THIRD PARTIES, INCLUDING THIRD PARTY CLAIMS FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES.

- j. The term "Regardless of Fault" for purposes of this Agreement means without regard to the cause or causes of any Damages, including, without limitation, Damages caused in whole or in part by the negligence (whether sole, joint, concurrent, comparative, contributory, active, passive, gross, or otherwise), willful misconduct, strict liability, or other fault of any the indemnified party, invitees or third parties, and whether or not caused by a pre-existing condition.

13. **Disclaimers.** EXCEPT FOR THE SPECIAL WARRANTY OF TITLE IN THE ASSIGNMENTS, THE LEASES AND WELLS ARE BEING CONVEYED TO EACH PARTY WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, AND THE PARTIES HEREBY EXPRESSLY DISCLAIM, WAIVE, AND RELEASE ANY EXPRESS WARRANTY OF MERCHANTABILITY, CONDITION OR SAFETY AND ANY EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND EACH ACQUIRING PARTY ACCEPTS THE LEASES AND WELLS, "AS IS, WHERE IS, WITH ALL FAULTS, WITHOUT RECOURSE." EACH ACQUIRING PARTY EXPRESSLY WAIVES THE WARRANTY OF FITNESS AND THE WARRANTY AGAINST VICES AND DEFECTS, WHETHER APPARENT OR LATENT, IMPOSED BY ANY APPLICABLE STATE OR FEDERAL LAW. **THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW, THE DISCLAIMERS CONTAINED IN THIS AGREEMENT ARE "CONSPICUOUS" FOR THE PURPOSES OF SUCH APPLICABLE LAW.**

14. **1031 Like-kind Exchange.** It is the intention of the Parties to effect a Like-Kind Exchange pursuant to section 1031 of the Internal Revenue Code of 1986, as amended, and corresponding provisions of any applicable state law, and each Party agrees to cooperate fully with the other Party to achieve this result. Notwithstanding the intent and efforts of the Parties, if this

transaction or any part thereof is not characterized and recognized as a “like-kind exchange” under section 1031 or applicable state tax law, each Party shall be responsible for reporting and bearing any gain or loss it may be required to recognize as a result of this transaction, without contribution from the other Party.

15. Limitation on Actions. The representations and warranties of the Parties in Section 6 shall survive the Closing for a period of twelve (12) months after the Closing Date, at which time they will expire, except as otherwise provided below in this paragraph. The remainder of this Agreement shall survive the Closing without time limit, except as may otherwise be of no further force and effect after the date of their expiration, provided that there shall be no termination of any bona fide claim asserted pursuant to this Agreement with respect to a breach of a representation, warranty, covenant or agreement prior to its expiration date.

16. Waiver of Jury Trial. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.

17. Governing Law. This Agreement and the transactions contemplated hereby shall be construed in accordance with, and governed by, the laws of the State of Colorado, without regard to conflicts of laws principles. The Parties expressly and irrevocably (a) consent to the exclusive jurisdiction of the federal or state courts sitting in the City and County of Denver, (b) agree not to bring any action related to this Agreement or the transactions contemplated hereby in any other court (except to enforce the judgment of such courts), and (c) agree not to object to venue in such courts or to claim that such forum is inconvenient. Final judgment by such courts shall be conclusive and may be enforced in any manner permitted by law.

18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement and the terms, conditions and covenants hereof shall be deemed to be covenants running with the lands.

19. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, benefits or remedies.

20. Notices. Any notice given hereunder shall be in writing and shall be delivered personally, by email, or by registered or certified mail, postage prepaid to the Parties at the following addresses:

Anadarko:

Anadarko E&P Onshore LLC
Attn: Bill Gonzalez
1099 18th Street, Suite 1800
Denver, Colorado 80202
Phone: 720-929-6000
Email: Bill.Gonzalez@anadarko.com

With copy to:

Anadarko E&P Onshore LLC
Attn: Legal Department
1099 18th Street, Suite 1800
Denver, Colorado 80202
Phone: 720-929-6000
Email: Matt.Hartford@anadarko.com

XOG:

Extraction Oil & Gas, Inc.
Attn: Land Department
370 17th Street, Suite 5300
Denver, Colorado 80202
Phone: 720-382-5224
Email: landdepartment@extractionog.com

21. Press Release. Neither Party shall make any press release or other announcement in connection with this Agreement without the prior written consent of the other, provided that this provision shall not apply to any filing with any governmental body or stock exchange required by law, rule or regulation.

22. No Specific Performance. Neither Party shall be entitled to damages for failure to consummate the Closing, and each Party shall be entitled, as its sole and exclusive remedy for failure of the other Party to consummate the Closing, to terminate this Agreement, in which event, neither Party shall have any further obligations to the other Party.

23. Entire Agreement, Amendment. This Agreement and the exhibits hereto contain the entire agreement of the Parties with respect to the subject matter hereof, and supersede all prior negotiations, discussions, communications and agreements between the Parties, verbal or written, relating to such subject matter. No amendment hereto shall be binding unless agreed to in a written instrument specifically made subject to this Agreement.

24. Interpretation. For purposes of interpreting the provisions of this Agreement, the Parties acknowledge and agree that: (i) this Agreement is the result of negotiations between the Parties, and their respective counsel; (ii) the Parties are deemed to have equal bargaining power and position; (iii) the Parties are deemed to have drafted this Agreement jointly; (iv) the rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation or construction of this Agreement; (v) a “business day” is any Monday to Friday, inclusive, which is not a federal holiday; and (vi) the headings and titles in this Agreement are for convenience only and shall have no significance in interpreting or otherwise affect the meaning of this Agreement.

25. Severability. If a court of competent jurisdiction determines that any term, condition or provision of this Agreement is void, illegal, unenforceable or unconscionable under any present or future law (or interpretation thereof), the remainder of this Agreement shall remain in full force and effect, and the terms, conditions and provisions that are determined to be void, illegal, unenforceable or unconscionable shall be deemed severed from this Agreement as if this

Agreement had been executed with the invalid provisions eliminated; provided, however, that notwithstanding the foregoing, if the removal of such provisions destroys the material purpose of this Agreement, this Agreement shall no longer be of any force or effect.

26. No Merger; Survival. None of the provisions of this Agreement shall be deemed to have merged with any assignment or other instrument hereafter executed.

27. Counterparts. This Agreement may be executed in one or more counterparts, and each of which shall be deemed to be an original, but all of which shall be deemed to be one agreement. Each Party hereby agrees that electronic signatures (including fax and PDF) shall be valid and binding upon the Parties.

The Parties have executed this Agreement as of the date first set forth above.

KERR-MCGEE ONSHORE OIL & GAS LP EXTRACTION OIL & GAS, INC.

By: _____
Brian T. Kuck
Vice President – Land

By: _____
Matthew R. Owens
President

ANADARKO E&P ONSHORE LLC

By: _____
Brian T. Kuck
Vice President – Land

Exhibit A
XOG Leases

Lessor	Lessee	Effective Date	Reception	State	County	TWN	RNG	SEC	QQ	Formation(s)
ALICE L BANGERT	MARTIN J FREEDMAN	5/4/1970	1548045	CO	Weld	002N	066W	19	E2NE	Codell and Niobrara
THE PLATTE VALLEY IRRIGATION	MACHII ROSS PETROLEUM CO	8/15/1974	1644444	CO	Weld	002N	066W	19	NENE	Codell and Niobrara
RICHARD L COULSON ET AL	BAYSWATER EXPLORATION & PRODUCTION, LLC	2/28/2012	20120021101	CO	Larimer	005N	068W	14	SW	Codell and Niobrara
RICHARD L COULSON ET AL	BAYSWATER EXPLORATION & PRODUCTION, LLC	2/29/2012	20120021101	CO	Larimer	005N	068W	23	N2NW	Codell and Niobrara
VAUGHAN MCTERNAN	EXTRACTION OIL & GAS, INC.	11/6/2013	3983465	CO	Weld	005N	067W	31	SW	Codell and Niobrara
FRANK WIND ET UX	EXTRACTION OIL & GAS, INC.	11/8/2013	4017736	CO	Weld	005N	067W	31	SW	Codell and Niobrara
BARBARA U CALKINS TRUST	PETRO CANADA RESOURCES USA INC	5/20/2005	20050042802	CO	Larimer	005N	068W	24	N2NE, SENE	Codell and Niobrara
JACOB RODNEY UHRICH ET AL	PETRO CANADA RESOURCES USA INC	5/12/2005	20050050304	CO	Larimer	005N	068W	24	N2NE, SENE	Codell and Niobrara

The “**Codell Formation**” means the stratigraphic equivalent of the geologic formation known as the Codell formation as found between 7,172 feet measured subsurface depth (7,170 true vertical depth) and 7,196 feet measured subsurface depth (7,194 true vertical depth) in the HSR-SHELL well operated by KMOG, API# 05-123-9291, located in Section 5, Township 3 North, Range 67 West.

The “**Niobrara Formation**” means the stratigraphic equivalent of the geologic formation known as the Niobrara formation as found between 6,906 feet measured subsurface depth (6,904 true vertical depth) and 7,172 feet measured subsurface depth (7,170 true vertical depth) in the HSR-SHELL well operated by KMOG, API# 05-123-9291, located in Section 5, Township 3 North, Range 67 West.

Exhibit A-1
KMG Wells

Castle Pines 19-7HZ; API # 05-123-47720
Castle Pines 19-9HZ; API # 05-123-47716
Castle Pines 19-11HZ; API # 05-123-47709
Castle Pines 19-13HZ; API # 05-123-47717
Castle Pines 19-15HZ; API # 05-123-47714
Castle Pines 19-17HZ; API # 05-123-47713

Exhibit B
KMG Leases

Lessor	Lessee	Effective Date	Reception	State	County	TWN	RNG	SEC	QQ	Formation
WILLIAM MEIKLE AND GEORGIA C. MEIKLE	CODY NORDELL INC.	12/31/1980	1846005	CO	Weld	001N	068W	28	SE	Codell and Niobrara
EDNA D. PLATTS AND SHIRLEY MAJOR	ENERGY OIL, INC.	2/9/1981	1851266	CO	Weld	001N	068W	28	SE	Codell and Niobrara
SHARON BURY	ENERGY OIL, INC.	2/9/1981	1851267	CO	Weld	001N	068W	28	SE	Codell and Niobrara
BEVERLY TRUJILLO	ENERGY OIL, INC.	2/9/1981	1851265	CO	Weld	001N	068W	28	SE	Codell and Niobrara

The “**Codell Formation**” means the stratigraphic equivalent of the geologic formation known as the Codell formation as found between 7,172 feet measured subsurface depth (7,170 true vertical depth) and 7,196 feet measured subsurface depth (7,194 true vertical depth) in the HSR-SHELL well operated by KMOG, API# 05-123-9291, located in Section 5, Township 3 North, Range 67 West.

The “**Niobrara Formation**” means the stratigraphic equivalent of the geologic formation known as the Niobrara formation as found between 6,906 feet measured subsurface depth (6,904 true vertical depth) and 7,172 feet measured subsurface depth (7,170 true vertical depth) in the HSR-SHELL well operated by KMOG, API# 05-123-9291, located in Section 5, Township 3 North, Range 67 West.

Exhibit B-1
XOG Wells

Dump UU 28-10; API # 05-123-25288
Dump UU 28-16; API # 05-123-25976
Meikle 28-1; API # 05-123-10665

Exhibit B-2
AEPO Leases

Lessor	Lessee	Effective Date	Reception	State	County	TWN	RNG	SEC	QQ	Formation
KERR-MCGEE OIL & GAS ONSHORE LP	ANADARKO E&P ONSHORE LLC	6/21/2017	4312577	CO	Weld	001N	068W	28	NE	Codell and Niobrara
KERR-MCGEE OIL & GAS ONSHORE LP	ANADARKO E&P ONSHORE LLC	10/21/1993	4362132	CO	Weld	001N	068W	28	E2SW	Codell and Niobrara
KERR-MCGEE OIL & GAS ONSHORE LP	ANADARKO E&P ONSHORE LLC	10/21/1993	4362132	CO	Weld	001N	068W	28	W2SW	Codell and Niobrara

The “**Codell Formation**” means the stratigraphic equivalent of the geologic formation known as the Codell formation as found between 7,172 feet measured subsurface depth (7,170 true vertical depth) and 7,196 feet measured subsurface depth (7,194 true vertical depth) in the HSR-SHELL well operated by KMOG, API# 05-123-9291, located in Section 5, Township 3 North, Range 67 West.

The “**Niobrara Formation**” means the stratigraphic equivalent of the geologic formation known as the Niobrara formation as found between 6,906 feet measured subsurface depth (6,904 true vertical depth) and 7,172 feet measured subsurface depth (7,170 true vertical depth) in the HSR-SHELL well operated by KMOG, API# 05-123-9291, located in Section 5, Township 3 North, Range 67 West.

agreements, communitization agreements and unit operating agreements, insofar and only insofar as they relate to the Leases and Wells (the “**Material Contracts**”); and

6. All the files and records relating to the items described in Sections 1 through 5 above, including without limitation, Lease files, including copies of the Leases, lease amendments, ratifications, extension agreements, or supplemental agreements with the lessor, pooling agreements, operating agreements, COGCC orders, and title information (including title memos, abstracts, and title opinions) affecting the Leases insofar as such information is available to Assignor, but only to the extent that Assignor may do so without violating any obligations to any third party or waiving any legal privilege and to the extent such Assignor has authorization to grant such access without breaching any restriction binding such Party (the “**Records**”). It is agreed that internal appraisals and interpretive data, seismic, geological or geophysical information, or proprietary, confidential, privileged information related to the Leases, Lands, Wells, and Excluded Assets shall be excluded from the Records exchanged pursuant to this Assignment.

EXCLUDING AND RESERVING unto Assignor, however, the following “**Excluded Assets**,” all of which are excluded from this Assignment and retained by Assignor:

1. Any oil and gas wells that are not the Wells, including, but not limited to, the oil and gas wells described on Exhibit B (the “**Excluded Wells**”), together with the Hydrocarbons produced therefrom, insofar and only insofar as such Hydrocarbons are produced from those formations in which such wells are currently completed, and to conduct and participate in operations, maintenance, production, abandonment, and remediation of the Excluded Wells and any pooling right associated therewith;

2. All tangible personal property, equipment, fixtures, facilities, and improvements located on the lands covered by the XOG Leases or on lands pooled or unitized therewith and owned for the production, treating, storing, transportation, or marketing of oil, gas, and other Hydrocarbons from the Excluded Wells, including without limitation, well heads, casing, tubing, tanks, pumps, compressors, boilers, separators, and other appurtenances;

3. Joint and concurrent rights to the Material Contracts insofar and only insofar as is necessary for XOG to continue to access, operate, and produced Hydrocarbons from the Excluded Wells;

4. Any Records pertaining solely to the Excluded Assets;

5. All rights-of-way, easements, surface use agreements and other surface rights owned by Assignor associated with the Lands; and

6. Any assets or rights of Assignor that do not constitute Assets.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, subject to the following terms and conditions.

A. Special Warranty of Title. Assignor agrees to warrant and forever defend title to the Assets unto Assignee against the claims and demands of all persons claiming, or to claim the same, or any part thereof, by, through, or under Assignor, but not otherwise.

B. Assignment Subject to Exchange Agreement. This Assignment is executed and delivered pursuant to the terms of the Exchange Agreement and is specifically made subject to the terms, conditions, and covenants contained therein. The terms and conditions of the Exchange Agreement are incorporated herein by reference, and in the event of a conflict between the provisions of the Exchange Agreement and this Assignment, the provisions of the Exchange Agreement shall control. The provisions of the Exchange Agreement, and any other agreements, certificates or instruments executed or delivered in connection therewith, shall not be deemed to have merged into this Assignment and shall survive the execution and delivery of this Assignment according to their terms.

C. Subrogation. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties, and covenants given with respect to the Assets. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations, and warranties, if any, which Assignor is entitled to enforce with respect to the Assets, but only to the extent not enforced by Assignor.

D. Successors and Assigns. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns, and all obligations shall be a covenant running with the land.

E. Further Assurances. From time to time after the Effective Date, Assignor and Assignee shall each execute, acknowledge and deliver to the other such further instruments and take such other action as may be reasonably requested in order to accomplish more effectively the purposes of the transaction contemplated by this Assignment.

F. Governing Law. This Assignment and the transaction contemplated hereby and shall be construed in accordance with, and governed by, the laws of the state of Colorado, without regard to any conflicts of laws rules.

G. Counterparts. This Assignment may be executed by the Parties in any number of counterparts, each of which shall be deemed an original instrument for all purposes and all of which together shall constitute one agreement. If this Assignment is delivered by electronic mail delivery (including without limitation in ".pdf" format), such signature shall create a valid and binding obligation of that Party as if the electronically delivered signature page were an original hereof.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date of acknowledgment, but this Assignment shall be effective as of the Effective Date.

ASSIGNOR:

EXTRACTION OIL & GAS, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

KERR-MCGEE ONSHORE OIL & GAS LP

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENTS

STATE OF COLORADO)
 CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of Extraction Oil & Gas, Inc.

Witness my hand and official seal.

My Commission Expires: _____

(SEAL)

Notary Public

STATE OF COLORADO)
 CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of Kerr-McGee Oil & Gas Onshore LP.

Witness my hand and official seal.

My Commission Expires: _____

(SEAL)

Notary Public

Exhibit C-2

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF COLORADO)
)
COUNTY OF WELD)

This Assignment of Oil and Gas Leases (“**Assignment**”), effective as of 12:01 a.m. Mountain Time on March 7, 2019 (“**Effective Date**”), is from **Kerr-McGee Oil & Gas Onshore LP**, a Delaware limited liability company, having an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202 (“**Assignor**”), to **Extraction Oil & Gas, Inc.**, a Delaware corporation, having an address of 370 17th Street, Suite 5300, Denver, Colorado 80202 (“**Assignee**”). Assignor and Assignee are each a “**Party**” and collectively the “**Parties**.” Capitalized terms used herein but not otherwise defined shall have the meanings given such terms in the Exchange Agreement by and among the Assignors and the Assignee, among others, as of the Effective Date (the “**Exchange Agreement**”).

For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor grants, bargains, sells, conveys, assigns, transfers, warrants and delivers unto Assignee, its successors and assigns, subject to the reservations, exceptions, terms, covenants and conditions below stated, all of Assignor’s right, title and interest in and to the following, less and except for the Excluded Assets (collectively, the “**Assets**”):

1. The oil and gas leases described on Exhibit A (including all amendments, supplements, renewals, extensions, options, top leases, ratifications, in addition to all overriding royalty, net profits interests, production payments, similar payments and all associated rights related to thereto) insofar and only insofar as such oil and gas leases cover the specific lands and depths described on Exhibit A (the “**Leases**”);

2. The oil, gas, condensate and other liquid hydrocarbons or any combination thereof, and all other lease substances (“**Hydrocarbons**”), that may be produced from or attributable to the Leases and specific lands described on Exhibit A or the lands, unitized, or communitized therewith (the “**Lands**”);

3. The unitization, pooling and communitization agreements, spacing orders, declarations, orders, and the units created thereby that includes all or a part of any Lease, and to the production of Hydrocarbons, if any, produced from or attributable to the Leases or Lands;

4. The oil and gas wells described on Exhibit A-1 attached hereto and made a part hereof (“**Wells**”);

5. All contracts, agreements, and instruments to the extent transferable by such Assignor, related to the operation, ownership, or use of the Leases, Lands, or Wells including, but not limited to operating agreements, all existing and effective unitization agreements, pooling

agreements, communitization agreements and unit operating agreements, insofar and only insofar as they relate to the Leases and Wells (the “**Material Contracts**”); and

6. All the files and records relating to the items described in Sections 1 through 5 above, including without limitation, Lease files, including copies of the Leases, lease amendments, ratifications, extension agreements, or supplemental agreements with the lessor, pooling agreements, operating agreements, COGCC orders, and title information (including title memos, abstracts, and title opinions) affecting the Leases insofar as such information is available to Assignor, but only to the extent that Assignor may do so without violating any obligations to any third party or waiving any legal privilege and to the extent such Assignor has authorization to grant such access without breaching any restriction binding such Party (the “**Records**”). It is agreed that internal appraisals and interpretive data, seismic, geological or geophysical information, or proprietary, confidential, privileged information related to the Leases, Lands, Wells, and Excluded Assets shall be excluded from the Records exchanged pursuant to this Assignment).

EXCLUDING AND RESERVING unto Assignor, however, the following “**Excluded Assets**,” all of which are excluded from this Assignment and retained by Assignor:

1. Any oil and gas wells that are not the Wells (the “**Excluded Wells**”), together with the Hydrocarbons produced therefrom, insofar and only insofar as such Hydrocarbons are produced from those formations in which such wells are currently completed, and to conduct and participate in operations, maintenance, production, abandonment, and remediation of the Excluded Wells and any pooling right associated therewith;

2. All fee mineral interests in the Lands owned by KMG (the “**Excluded Fee Interests**”);

3. Any Records pertaining solely to the Excluded Fee Interests;

4. All rights-of-way, easements, surface use agreements and other surface rights owned by Assignor associated with the Lands; and

5. Any assets or rights of Assignor that do not constitute Assets.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, subject to the following terms and conditions.

A. No Warranty of Title. The assignment of Assets herein by Assignor is without any warranty, express or implied, as to title, condition, merchantability or fitness for any purpose.

B. Assignment Subject to Exchange Agreement. This Assignment is executed and delivered pursuant to the terms of the Exchange Agreement and is specifically made subject to the terms, conditions, and covenants contained therein. The terms and conditions of the Exchange Agreement are incorporated herein by reference, and in the event of a conflict between the provisions of the Exchange Agreement and this Assignment, the provisions of the Exchange Agreement shall control. The provisions of the Exchange Agreement, and any other agreements, certificates or instruments executed or delivered in connection therewith, shall not be deemed to

have merged into this Assignment and shall survive the execution and delivery of this Assignment according to their terms.

C. Subrogation. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties, and covenants given with respect to the Assets. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations, and warranties, if any, which Assignor is entitled to enforce with respect to the Assets, but only to the extent not enforced by Assignor.

D. Successors and Assigns. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns, and all obligations shall be a covenant running with the land.

E. Further Assurances. From time to time after the Effective Date, Assignor and Assignee shall each execute, acknowledge and deliver to the other such further instruments and take such other action as may be reasonably requested in order to accomplish more effectively the purposes of the transaction contemplated by this Assignment.

F. Governing Law. This Assignment and the transaction contemplated hereby and shall be construed in accordance with, and governed by, the laws of the state of Colorado, without regard to any conflicts of laws rules.

G. Counterparts. This Assignment may be executed by the Parties in any number of counterparts, each of which shall be deemed an original instrument for all purposes and all of which together shall constitute one agreement. If this Assignment is delivered by electronic mail delivery (including without limitation in ".pdf" format), such signature shall create a valid and binding obligation of that Party as if the electronically delivered signature page were an original hereof.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date of acknowledgment, but this Assignment shall be effective as of the Effective Date.

ASSIGNOR:

KERR-MCGEE ONSHORE OIL & GAS LP

By: _____

Name: _____

Title: _____

ASSIGNEE:

EXTRACTION OIL & GAS, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENTS

STATE OF COLORADO)
 CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of Kerr-McGee Oil & Gas Onshore LP.

Witness my hand and official seal.

My Commission Expires: _____

(SEAL)

Notary Public

STATE OF COLORADO)
 CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of Extraction Oil & Gas, Inc.

Witness my hand and official seal.

My Commission Expires: _____

(SEAL)

Notary Public

agreements, communitization agreements and unit operating agreements, insofar and only insofar as they relate to the Leases (the “**Material Contracts**”); and

6. All the files and records relating to the items described in Sections 1 through 5 above, including without limitation, Lease files, including copies of the Leases, lease amendments, ratifications, extension agreements, or supplemental agreements with the lessor, pooling agreements, operating agreements, COGCC orders, and title information (including title memos, abstracts, and title opinions) affecting the Leases insofar as such information is available to Assignor, but only to the extent that Assignor may do so without violating any obligations to any third party or waiving any legal privilege and to the extent such Assignor has authorization to grant such access without breaching any restriction binding such Party (the “**Records**”). It is agreed that internal appraisals and interpretive data, seismic, geological or geophysical information, or proprietary, confidential, privileged information related to the Leases, Lands, and Excluded Assets shall be excluded from the Records exchanged pursuant to this Assignment).

EXCLUDING AND RESERVING unto Assignor, however, the following “**Excluded Assets**,” all of which are excluded from this Assignment and retained by Assignor:

1. Any oil and gas wells that are not the Wells (the “**Excluded Wells**”), together with the Hydrocarbons produced therefrom, insofar and only insofar as such Hydrocarbons are produced from those formations in which such wells are currently completed, and to conduct and participate in operations, maintenance, production, abandonment, and remediation of the Excluded Wells and any pooling right associated therewith;

2. All fee mineral interests in the Lands owned by Assignor or its affiliate Kerr McGee Oil & Gas Onshore LP (the “**Excluded Fee Interests**”); and

3. Any Records pertaining solely to the Excluded Fee Interests;

4. All rights-of-way, easements, surface use agreements and other surface rights owned by Assignor associated with the Lands; and

5. Any assets or rights of Assignor that do not constitute Assets.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, subject to the following terms and conditions.

A. Special Warranty of Title. Assignor agrees to warrant and forever defend title to the Assets unto Assignee against the claims and demands of all persons claiming, or to claim the same, or any part thereof, by, through, or under Assignor, but not otherwise.

B. Assignment Subject to Exchange Agreement. This Assignment is executed and delivered pursuant to the terms of the Exchange Agreement and is specifically made subject to the terms, conditions, and covenants contained therein. The terms and conditions of the Exchange Agreement are incorporated herein by reference, and in the event of a conflict between the provisions of the Exchange Agreement and this Assignment, the provisions of the Exchange Agreement shall control. The provisions of the Exchange Agreement, and any other agreements,

certificates or instruments executed or delivered in connection therewith, shall not be deemed to have merged into this Assignment and shall survive the execution and delivery of this Assignment according to their terms.

C. Subrogation. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties, and covenants given with respect to the Assets. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations, and warranties, if any, which Assignor is entitled to enforce with respect to the Assets, but only to the extent not enforced by Assignor.

D. Successors and Assigns. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns, and all obligations shall be a covenant running with the land.

E. Further Assurances. From time to time after the Effective Date, Assignor and Assignee shall each execute, acknowledge and deliver to the other such further instruments and take such other action as may be reasonably requested in order to accomplish more effectively the purposes of the transaction contemplated by this Assignment.

F. Governing Law. This Assignment and the transaction contemplated hereby and shall be construed in accordance with, and governed by, the laws of the state of Colorado, without regard to any conflicts of laws rules.

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IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date of acknowledgment, but this Assignment shall be effective as of the Effective Date.

ASSIGNOR:

ANADARKO E&P ONSHORE LLC

By: _____

Name: _____

Title: _____

ASSIGNEE:

EXTRACTION OIL & GAS, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENTS

STATE OF COLORADO)
 CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of Anadarko E&P Onshore LLC.

Witness my hand and official seal.

My Commission Expires: _____

(SEAL)

Notary Public

STATE OF COLORADO)
 CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of Extraction Oil & Gas, Inc.

Witness my hand and official seal.

My Commission Expires: _____

(SEAL)

Notary Public

Exhibit D

CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. For U.S. income tax purposes (include Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform Extraction Oil & Gas, Inc. (“XOG”) that withholding of tax is not required upon the disposition, directly or indirectly, of a United States real property interest by Kerr-McGee Oil & Gas Onshore LP, the undersigned hereby certifies the following on behalf of the Transferring Parties (as defined below):

Anadarko Consolidated Holdings LLC, a Delaware limited liability company (“ACH”), is the limited partner in Kerr-McGee Oil & Gas Onshore LP, a Delaware limited partnership (“KMG”), and directly owns all of the limited partnership interests in KMG. ACH is the sole member of Anadarko E&P Onshore LLC, a Delaware limited liability company (“AEPO”). AEPO owns all of the general partnership interests in KMG. KMG, ACH, and AEPO are together the “*Transferring Parties.*” Both KMG and AEPO are disregarded entities as defined in Treasury Regulation Section 1.1445-2(b)(2)(iii).

No Transferring Party is a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Treasury Regulations), for U.S. income tax purposes.

ACH is not a disregarded entity as defined in Treasury Regulation Section 1.1445-2(b)(2)(iii).

The United States employer identification number of ACH is 81-0873413.

The home office address of ACH is 1201 Lake Robbins Drive, The Woodlands, TX 77380.

ACH, AEPO, and KMG understand that this certification may be disclosed to the Internal Revenue Service by XOG and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the Transferring Parties.

ANADARKO CONSOLIDATED HOLDINGS LLC

By: _____

Name: _____

Title: _____

Date: _____

Exhibit E

**XOG
AFFIDAVIT OF NON-FOREIGN STATUS**

Exhibit F

WELLBORE SPACING UNITS – OBLIGATION WELLS

Wellbore Spacing Unit No. 1 shall consist of the following lands:

1N-68W-21: SESE
1N-68W-22: SWSW
1N-68W-27: W2W2
1N-68W-28: E2E2
1N-68W-33: NENE
1N-68W-34: NWNW

Wellbore Spacing Unit No. 2 shall consist of the following lands:

1N-68W-20: SESE
1N-68W-21: SWSW
1N-68W-28: W2W2
1N-68W-29: E2E2
1N-68W-32: NENE
1N-68W-33: NWNW

Schedule 2.a.
Excluded Wells

Folley South 1; API # 05-069-06484
Folley South 3; API # 05-069-06483
Calkins 24-11; API # 05-069-06338
Calkins 24-14; API #05-069-06339
SRC Pratt 29XD; API #05-123-31822
Costigan 8-8-20; API # 05-123-31717
Pratt 4G-29H-P168; API # 05-123-38225
Mojito Trust 3E-20-1N; API # 05-123-48515

Schedule 6.i.

Liens

Extraction Oil and Gas, LLC:

State	County	Mortgage	Effective	Recorded	Instrument	Page
Co	Weld	Deed of Trust to Public Trustee, Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement	9/4/2014	9/4/2014	4043232	331

Kerr-McGee Oil & Gas Onshore LP:

None

Anadarko E&P Onshore LLC:

None

Schedule 6.j.

Material Contracts

Extraction Oil & Gas, Inc.:

None.

Kerr-McGee Oil & Gas Onshore LP:

Energy Oil Participation Agreement

Contract Date: 12/09/1984

Effective Date: 12/09/1984

Parties: Energy Oil Company, HS Resources, Inc.

Contract Area: SE/4 of Section 28, Township 1 North, Range 68 West, Weld County, Colorado and other lands

Schedule 6.k.

Gas Dedications

Extraction Oil & Gas, Inc.:

None.

Kerr-McGee Oil & Gas Onshore LP:

1. Gas Gathering Agreement by and between Kerr-McGee Gathering LLC and Kerr-McGee Oil & Gas Onshore LP dated July 1, 2010.
2. Gas Processing Agreement by and between Kerr-McGee Gathering LLC and Kerr-McGee Oil & Gas Onshore LP dated August 1, 2017.
3. Consolidated, Amended and Restated Gas Gathering and Processing Agreement between Kerr-McGee Oil & Gas Onshore LP, DCP Midstream LP, and Anadarko Petroleum Corporation dated March 1, 2016.