

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

In re:)	Chapter 11
EXTRACTION OIL & GAS, INC. <i>et al.</i> , ¹)	Case No. 20-11548 (CSS)
Debtors.)	(Jointly Administered)

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on November 6, 2020, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order [Docket No. 1022] (the “Disclosure Statement Order”) (a) authorizing Extraction Oil & Gas, Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”), to solicit acceptances for the *Third Amended Joint Plan of Reorganization of Extraction Oil & Gas, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1009] (as modified, amended, or supplemented from time to time, the “Plan”);² (b) approving the *Revised Third Amended Disclosure Statement for the Third Amended Joint Plan of Reorganization of Extraction Oil & Gas, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1019] (as modified, amended, or supplemented from time to time, the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Packages”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE that the Plan Supplement includes the following documents (certain of which continue to be negotiated among the Debtors, the Creditors’ Committee, the Consenting Senior Noteholders, the Backstop Parties, and the Majority Lenders, or the Majority Exit RBL Facility Lenders, as applicable, and will be Filed in substantially final form prior to the Effective Date), as may be modified, amended, or supplemented from time to time:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Extraction Oil & Gas, Inc. (3923); 7N, LLC (4912); 8 North, LLC (0904); Axis Exploration, LLC (8170); Extraction Finance Corp. (7117); Mountaintop Minerals, LLC (7256); Northwest Corridor Holdings, LLC (9353); Table Mountain Resources, LLC (5070); XOG Services, LLC (6915); and XTR Midstream, LLC (5624). The location of the Debtors’ principal place of business is 370 17th Street, Suite 5300, Denver, Colorado 80202.

² Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Plan.



<u>Exhibit</u>	<u>Description</u>
A	New Organizational Documents
B	Exit Facility Documents
C	Schedule of Retained Causes of Action
D	Members of the New Board
E	Schedule of Assumed Executory Contracts and Unexpired Leases
F	Schedule of Rejected Executory Contracts and Unexpired Leases
G	New Warrants Agreement
H	Registration Rights Agreement
I	Management Incentive Plan
J	GUC Rights Offering Procedures

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **December 21, 2020 at 9:30 a.m.**, prevailing Eastern Time, or such other time the Court determines, before the Honorable Christopher S. Sontchi, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 5th Floor, Courtroom 6, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **December 11, 2020 at 4:00 p.m.** prevailing Eastern Time (the “Plan Objection Deadline”). Any objection to the Plan **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before **December 11, 2020 at 4:00 p.m.** prevailing Eastern Time:

Debtors	Counsel to the Debtors
<p>Extraction Oil & Gas, Inc. 370 17th Street, Suite 5300 Denver, Colorado 80202 Attn: Eric J. Christ, General Counsel</p>	<p>Whiteford Taylor Preston, LLP The Renaissance Centre, Suite 500 405 North King Street Wilmington, Delaware 19801 Attn: Marc R. Abrams, Richard W. Riley, and Stephen B. Gerald</p> <p>- and -</p> <p>Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022 Attn: Christopher Marcus, P.C. and Allyson Smith Weinhouse</p>
United States Trustee	Counsel to the Ad Hoc Group of Senior Noteholders
<p>Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19801 Attn: Richard Schepacarter</p>	<p>Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019, Attn: Andrew Rosenberg, Alice Belisle Eaton, Christopher Hopkins, Douglas Keeton and Omid Rahnama</p> <p>- and -</p> <p>Young Conaway Stargatt & Taylor, LLP 1000 North King Street, Wilmington, Delaware 19801, Attn: Pauline K. Morgan & Sean T. Greecher</p>
Counsel to the DIP Agent	The Unsecured Creditors Committee
<p>Bracewell LLP 711 Louisiana Street, Suite 2300 Houston, Texas 77002, Attn: Dewey J. Gonsoulin Jr., William A. (Trey) Wood III, and Heather Brown</p>	<p>Stroock & Stroock & Lavan LLP 180 Maiden Lane, New York, NY 10038, Attn: Kristopher M. Hansen, Frank A. Merola, Erez E. Gilad, and Jason M. Pierce</p> <p>- and -</p> <p>Cole Schotz P.C. 500 Delaware Avenue, Suite 1410, Wilmington, Delaware 19801, Attn: G. David Dean and Andrew J. Roth-Moore</p>

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Kurtzman Carson Consultants LLC, the notice and claims agent retained by the Debtors in these chapter 11 cases (the “Notice and Claims Agent”), by: (a) calling the Notice and Claims Agent at (866) 571-1791 (U.S./Canada) or (781) 575-2049 (International) and asking for the “Solicitation Group” or (b) writing to the Notice and Claims Agent at Extraction Oil & Gas Ballots Processing Center, c/o KCC, 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, California 90245. You may also obtain copies of any pleadings filed with the Bankruptcy Court for free by visiting the Debtors’ restructuring website, <https://kccllc.net/extractionog>, or for a fee via PACER at: <http://www.deb.uscourts.gov>.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.F CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN, OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE NOTICE AND CLAIMS AGENT.

Dated: December 4, 2020
Wilmington, Delaware

/s/ Richard W. Riley

WHITEFORD, TAYLOR & PRESTON LLC¹

Marc R. Abrams (DE No. 955)
Richard W. Riley (DE No. 4052)
Stephen B. Gerald (DE No. 5857)
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- and -

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Christopher Marcus, P.C. (admitted *pro hac vice*)
Allyson Smith Weinhouse (admitted *pro hac vice*)
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Co-Counsel to the Debtors and Debtors in Possession

¹ Whiteford, Taylor & Preston LLC operates as Whiteford Taylor & Preston L.L.P. in jurisdictions outside of Delaware.

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

In re: EXTRACTION OIL & GAS, INC. <i>et al.</i> , ² Debtors.)))))))	Chapter 11 Case No. 20-11548 (CSS) (Jointly Administered)
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**PLAN SUPPLEMENT FOR THE THIRD AMENDED JOINT CHAPTER 11 PLAN
OF REORGANIZATION OF OF EXTRACTION OIL & GAS, INC. AND ITS DEBTOR
AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) submit this plan supplement (this “Plan Supplement”) in support of, and in accordance with, the *Third Amended Joint Plan of Reorganization of Extraction Oil & Gas, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1009] (as modified, amended, or supplemented from time to time, the “Plan”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan. The documents contained in this Plan Supplement are integral to, part of, and incorporated by reference into the Plan. These documents have not yet been approved by the Bankruptcy Court. If the Plan is confirmed by the Bankruptcy Court, the documents contained in this Plan Supplement will be approved by the Bankruptcy Court pursuant to the Confirmation Order.

² The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Extraction Oil & Gas, Inc. (3923); 7N, LLC (4912); 8 North, LLC (0904); Axis Exploration, LLC (8170); Extraction Finance Corp. (7117); Mountaintop Minerals, LLC (7256); Northwest Corridor Holdings, LLC (9353); Table Mountain Resources, LLC (5070); XOG Services, LLC (6915); and XTR Midstream, LLC (5624). The location of the Debtors’ principal place of business is 370 17th Street, Suite 5300, Denver, Colorado 80202.

CONTENTS

This Plan Supplement contains the following documents, each as may be amended, modified, or supplemented from time to time by the Debtors in accordance with the Plan as set forth below:

<u>Exhibit</u>	<u>Description</u>
A	New Organizational Documents
B	Exit Facility Documents
C	Schedule of Retained Causes of Action
D	Members of the New Board
E	Schedule of Assumed Executory Contracts and Unexpired Leases
F	Schedule of Rejected Executory Contracts and Unexpired Leases
G	New Warrants Agreement
H	Registration Rights Agreement
I	Management Incentive Plan
J	GUC Equity Rights Offering Procedures

Certain documents, or portions thereof, contained or referenced in this Plan Supplement remain subject to continuing negotiations among the Debtors and parties in interest, including the Creditors' Committee, the Senior Noteholders, the Backstop Parties, and the Majority Lenders, or the Majority Exit RBL Facility Lenders, as applicable. The Debtors reserve all rights, with the consent of any applicable counterparties to the extent required under the Plan, the Restructuring Support Agreement and/or the Backstop Commitment Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein in accordance with the terms of the Plan, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

Exhibit A

New Corporate Governance Documents

This **Exhibit A** contains the following organizational documents for Reorganized XOG, which are subject to continued review and revision, and all parties' rights are reserved:

- Exhibit A(i): Certificate of Incorporation of Extraction Oil & Gas, Inc.
- Exhibit A(ii): Bylaws of Extraction Oil & Gas, Inc.

Exhibit A(i)

Certificate of Incorporation of Extraction Oil & Gas, Inc.

AMENDED & RESTATED
CERTIFICATE OF INCORPORATION
OF
EXTRACTION OIL & GAS, INC.

Extraction Oil & Gas, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the “DGCL”), certifies as follows:

1. The present name of the corporation is Extraction Oil & Gas, Inc. (the “Corporation”). The Corporation was incorporated [under the name “[INSERT ORIGINAL NAME]”]¹ by the filing of its original certificate of incorporation with the Secretary of State of the State of Delaware on [November 14, 2012]² (the “Original Certificate of Incorporation”).

2. This Amended and Restated Certificate of Incorporation (this “Certificate of Incorporation”), which restates and integrates and also further amends the provisions of the Corporation’s Original Certificate of Incorporation, as amended, was duly adopted in accordance with the provisions of Sections 242, 245 and 303 of the DGCL.

3. The Corporation’s Original Certificate of Incorporation, as heretofore amended, is hereby amended, integrated and restated to read in its entirety as follows:

FIRST: The name of the Corporation is Extraction Oil & Gas, Inc. (the “Corporation”).

SECOND: The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the “DGCL”).

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is [●] shares of capital stock, which shall be divided into two classes, consisting of (i) [●] shares of preferred stock, par value \$0.01 per share (“Preferred Stock”), and (ii) [●] shares of common stock, par value \$0.01 per share (“Common Stock”). The number of authorized shares of Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of capital stock of the Corporation representing a majority of the voting power of the outstanding shares of capital stock

¹ Note to K&E: Please confirm. Include only if the Corporation has changed its name. If so, only its original and present names are required to be stated here; additional, interim name changes can be ignored.

² Note to K&E: Please Confirm.

of the Corporation entitled to vote thereon, irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor provision thereto).

The designations and the powers, preferences, rights, qualifications, limitations and restrictions of the Preferred Stock and Common Stock are as follows:

1. Provisions Relating to the Preferred Stock.

(a) The Preferred Stock may be issued from time to time in one or more series, the shares of each series to have such voting powers (full or limited, or no voting powers), and such designations, preferences, and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as shall be stated and expressed herein or in any amendment hereto or in the resolution or resolutions providing for the issue of such series adopted by the Corporation's Board of Directors (the "Board") as hereinafter prescribed and set forth in a certificate of designations filed with the Secretary of State of the State of Delaware as required by the DGCL (a "Preferred Stock Designation").

(b) The shares of each series of the Preferred Stock may vary from the shares of any other series thereof in any or all of the foregoing respects. The Board may increase the number of shares of Preferred Stock designated for any existing series of Preferred Stock in a Preferred Stock Designation by a resolution adding to such series authorized and unissued shares of Preferred Stock not designated for any other series of Preferred Stock. The Board may decrease the number of shares of Preferred Stock designated for any existing series of Preferred Stock in a Preferred Stock Designation (but not below the number of shares then outstanding) by a resolution subtracting from such series authorized and unissued shares of Preferred Stock designated for such existing series and, unless otherwise provided in the Preferred Stock Designation of such series, the shares so subtracted shall become authorized and unissued shares of Preferred Stock, undesignated as to series.

(c) Except as otherwise provided by law or in a Preferred Stock Designation, the holders of Preferred Stock will not be entitled to vote at or receive notice of any meeting of the stockholders.

2. Provisions Relating to the Common Stock.

(a) Except as otherwise provided by law or in a Preferred Stock Designation, the holders of Common Stock, as such, shall be entitled to one vote for each share held of record on all matters submitted to a vote of the stockholders, the holders of Common Stock shall have the exclusive right to vote for the election of directors and for all other purposes and the holders of Preferred Stock shall not be entitled to vote at or receive notice of any meeting of stockholders.

(b) Except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any Preferred Stock Designation) that relates solely to the terms of any outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any Preferred Stock Designation) or pursuant to the DGCL.

(c) Subject to preferences that may be applicable to any outstanding shares or series of Preferred Stock, holders of Common Stock, as such, are entitled to receive ratably such dividends (payable in cash, stock or otherwise), if any, as may be declared from time to time by the Board out of funds legally available therefor.

(d) In the event of any liquidation, dissolution or winding-up of the Corporation, holders of Common Stock, as such, will be entitled to share ratably in the assets of the Corporation that are remaining after payment or provision for payment of all debts and obligations of the Corporation and of preferential amounts payable to holders of outstanding shares of Preferred Stock, if any.

3. Non-Voting Equity Securities. The Corporation shall not issue any non-voting equity securities to the extent prohibited by Section 1123(a)(6) of Title 11 of the United States Code (the “Bankruptcy Code”) as in effect on the date of filing of this Certificate of Incorporation with the Office of the Secretary of State of the State of Delaware; provided, however, that the foregoing restriction (a) shall have such force and effect only for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Corporation, (b) shall not have any further force or effect beyond that required under Section 1123(a)(6), and (c) may be amended or eliminated in accordance with applicable law as from time to time may be in effect.

FIFTH: The business and affairs of the Corporation shall be managed by or under the direction of the Board. Subject to applicable law and the rights of the holders of any series of Preferred Stock, any newly created directorship that results from an increase in the number of directors or any vacancy on the Board that results from the death, disability, resignation, disqualification or removal of any director or from any other cause shall be filled solely by the affirmative vote of a majority of the total number of directors then in office, even if less than a quorum, or by a sole remaining director, and shall not be filled by the stockholders. Any director so chosen shall hold office for the remaining term of his or her predecessor. No decrease in the number of authorized directors constituting the Board shall shorten the term of any incumbent director.

Subject to the rights of the holders of any series of Preferred Stock to elect directors under specified circumstances, if any, the number of directors shall be fixed from time to time exclusively pursuant to a resolution adopted by a majority of the total number of directors then in office. Unless and except to the extent that the Bylaws so provide, the election of directors need not be by written ballot.

SIXTH: The Board shall have the power to adopt, amend or repeal the bylaws of the Corporation (as the same may be amended and/or restated from time to time, the “Bylaws”). In addition to any separate vote of the Preferred Stock or any series thereof required hereby or by any Preferred Stock Designation, the stockholders of the Corporation may adopt, amend or repeal the Bylaws only by an affirmative vote of the holders of at least a majority of the outstanding shares of Common Stock. No Bylaws hereafter made or adopted, nor any repeal of or amendment thereto, shall invalidate any prior act of the Board that was valid at the time it was taken.

SEVENTH: No director shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent

such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or may hereafter be amended. Without limiting the effect of the preceding sentence, if the DGCL is hereafter amended to authorize the further elimination or limitation of the liability of a director, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL as so amended. Any amendment, repeal or modification of this Article SEVENTH shall be prospective only and shall not affect any limitation on liability of a director for acts or omissions occurring prior to the date of such amendment, repeal or modification.

EIGHTH: Except as otherwise provided in any Preferred Stock Designation relating to the rights of holders of any series of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation must be taken at a duly called and convened annual or special meeting of stockholders and may not be taken by any consent in writing in lieu of a meeting of such stockholders.

NINTH: To the fullest extent permitted by Section 122(17) of the DGCL, the Corporation, on behalf of itself and its direct and indirect subsidiaries (collectively, "Subsidiaries"), hereby renounces any interest or expectancy of the Corporation or any such Subsidiary in, or in being offered an opportunity to participate in, any Excluded Opportunity.

As used herein, "Excluded Opportunity" means any business opportunity, transaction or other matter (a "Corporate Opportunity"), whether or not the Corporation or any Subsidiary might reasonably be deemed to have pursued or had the ability or desire to pursue such Corporate Opportunity if granted the opportunity to do so, that is presented to, acquired, created or developed by or which otherwise comes into the possession of (i) any director of the Corporation who is not an officer or employee of the Corporation or any Subsidiary or (ii) any stockholder of the Corporation, affiliate of such stockholder (other than the Corporation or any of its Subsidiaries) or any partner, member, manager, director, officer, employee or agent of any such stockholder or affiliate, in each case of this clause (ii) who is not an officer or employee of the Corporation or any Subsidiary (any of the foregoing clauses (i) and (ii), a "Specified Party"); provided, however, that the definition of "Excluded Opportunity" does not include, and the Corporation and its Subsidiaries do not hereby renounce any interest or expectancy in, or in being offered an opportunity to participate in, any Corporate Opportunity with respect to a Specified Party who either (1) is a director of the Corporation and who is first offered the applicable Corporate Opportunity solely in his or her capacity as a director, officer or employee of the Corporation or any Subsidiary or (2) first identified the applicable Corporate Opportunity solely through the disclosure of the Corporation's or any Subsidiary's confidential information in circumstances in which the Corporation had a reasonable expectation that such information would be held in confidence.

Neither the amendment nor repeal of this Article NINTH, nor the adoption of any provision of this Certificate of Incorporation or the Bylaws, nor, to the fullest extent permitted by Delaware law, any modification of law, shall adversely affect any right or protection of any Specified Party granted pursuant hereto existing at, or arising out of or related to any event, act or omission that occurred prior to, the time of such amendment, repeal, adoption or modification. This Article NINTH shall not limit any protections or defenses available to, or indemnification rights

of, any director or officer of the Corporation under this Certificate of Incorporation, the Bylaws or applicable law.

TENTH: The Corporation reserves the right at any time, and from time to time, to amend or repeal any provision contained in this Certificate of Incorporation, and add other provisions authorized by the laws of the State of Delaware at the time in force, in the manner now or hereafter prescribed by applicable law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation (as amended) are granted subject to the rights reserved in this Article TENTH.

ELEVENTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if and only if the Court of Chancery of the State of Delaware does not have jurisdiction, a state court located within the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the United States District Court for the District of Delaware)) shall be the sole and exclusive forum for: (i) any derivative action or proceeding brought on behalf of the Corporation; (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, other employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders; (iii) any action asserting a claim arising pursuant to any provision of the DGCL or this Certificate or the Bylaws (as either may be amended from time to time); (iv) any action asserting a claim related to or involving the Corporation that is governed by the internal affairs doctrine; or (v) any action asserting an "internal corporate claim" as that term is defined in Section 115 of the DGCL.

Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be executed by its duly authorized officer this [●] day of [●], 2021.

EXTRACTION OIL & GAS, INC.

Name:

Title:

Exhibit A(ii)

Bylaws of Extraction Oil & Gas, Inc.

BYLAWS
OF
EXTRACTION OIL & GAS, INC.
(the “Corporation”)

Incorporated under the Laws of the State of Delaware

ARTICLE I

OFFICES AND RECORDS

SECTION 1.1. Registered Office. The registered office of the Corporation in the State of Delaware, and the name of its registered agent at such location, shall be as set forth in the Amended and Restated Certificate of Incorporation of the Corporation, as amended from time to time (the “Certificate of Incorporation”), and may be changed from time to time by the board of directors of the Corporation (the “Board of Directors”) in the manner provided by law.

SECTION 1.2. Other Offices. The Corporation may have such other offices, either within or without the State of Delaware, as the Board of Directors may designate or as the business of the Corporation may from time to time require.

SECTION 1.3. Books and Records. The books and records of the Corporation may be kept outside the State of Delaware at such place or places as may from time to time be designated by the Board of Directors.

ARTICLE II

STOCKHOLDERS

SECTION 2.1. Place of Meeting; Remote Communication. Meetings of stockholders shall be held at such place, if any, either within or without the State of Delaware, or by means of remote communication, as may be designated by the Board of Directors from time to time.

SECTION 2.2. Annual Meeting. A meeting of stockholders for the election of directors and such other business as may be properly brought before the meeting in accordance with these Bylaws shall be held annually at such date and time as may be designated by the Board of Directors from time to time. Any previously scheduled annual meeting may be postponed by resolution of the Board of Directors upon public notice given prior to the date previously scheduled for such annual meeting.

SECTION 2.3. Special Meeting.

(A) Special meetings of stockholders may be called at any time by, and only by, (i) the Board of Director or (ii) solely to the extent required by Section 2.3(B), the Secretary. Business

transacted at any special meeting of stockholders shall be limited to the purposes stated in the Corporation's notice of the meeting.

(B) Subject to Section 2.3(C)-(H), a special meeting of stockholders shall be called by the Secretary upon proper written request or requests (each, a "Meeting Request") given by or on behalf of one or more stockholders of record (as set forth on the Corporation's stock ledger) (each, a "Requesting Stockholder") who hold at least [25%] of the voting power of all outstanding shares of Common Stock (as defined in the Certificate of Incorporation) (the "Required Percent"). The record date for determining stockholders entitled to request a special meeting shall be the date on which the first Meeting Request for such special meeting was received by the Secretary in the manner required by the preceding sentence.

(C) To be in proper form, a Meeting Request shall be dated and signed by the Requesting Stockholder or Requesting Stockholders submitting such Meeting Request, shall be delivered to and received by the Secretary at the principal executive office of the Corporation by hand or by certified or registered mail, return receipt requested, and shall set forth:

(1) a statement of the specific purpose or purposes of the meeting and the matters proposed to be acted on at the meeting, the reasons for conducting such business at the meeting, and any material interest in such business of each such Requesting Stockholder;

(2) the name and address of each such Requesting Stockholder as it appears on the Corporation's stock ledger;

(3) the number of shares of the Corporation's Common Stock owned of record and beneficially by each such Requesting Stockholder;

(4) as to each such Requesting Stockholder, the Stockholder Information (as defined in Section 2.7, except that references to the "Proponent" and "Stockholder Business" shall instead refer, respectively, to each "Requesting Stockholder" and "the matters proposed to be acted on at the special meeting" for purposes of this paragraph);

(5) any material interest of each Requesting Stockholder in the matters proposed to be acted on at the special meeting;

(6) a representation as to whether each Requesting Stockholder intends (A) to deliver a proxy statement and form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the matters proposed to be acted on at the special meeting or (B) otherwise to solicit proxies from stockholders in support of the matters proposed to be acted on at the special meeting; and

(7) a representation that each Requesting Stockholder shall provide all other information and affirmations, updates and supplements required pursuant to these Bylaws.

The requirement set forth in clause (iv) of the immediately preceding sentence shall not apply to (A) any stockholder, or beneficial owner, as applicable, who has provided a written request solely in response to a solicitation made pursuant to, and in accordance with, Section 14(a) of the

Exchange Act by way of a solicitation statement filed on Exchange Act Schedule 14A or (B) any stockholder that is a broker, bank or custodian (or similar entity) and is acting solely as nominee on behalf of a beneficial owner.

(D) The Requesting Stockholders shall also provide any other information reasonably requested from time to time by the Corporation within 10 business days after each such request.

(E) The Requesting Stockholders shall affirm as true and correct the information provided to the Corporation in the Meeting Request or at the Corporation's request pursuant to Section 2.3(D) (and shall update or supplement such information as needed so that such information shall be true and correct) as of (i) the record date for the meeting, and (ii) the date that is 10 business days before the date of the meeting and, if applicable, before reconvening any adjournment or postponement thereof. Such affirmation, update and/or supplement must be delivered personally or mailed to, and received at the principal executive office of the Corporation, addressed to the Secretary, by no later than (1) five business days after the applicable date specified in clause (i) of the foregoing sentence (in the case of the affirmation, update and/or supplement required to be made as of those dates), and (2) not later than seven business days before the date for the meeting (in the case of the affirmation, update and/or supplement required to be made as of 10 business days before the meeting or reconvening any adjournment or postponement thereof).

(F) A Requesting Stockholder may revoke its Meeting Request at any time by written revocation delivered to the Secretary, and if, following such revocation, there are unrevoked Meeting Requests from less than the Required Percent, the Board of Directors may cancel the special meeting of the Stockholders.

(G) A special meeting requested by Stockholders shall be held at such date, time and place, if any, either within or without the state of Delaware or by means of remote communication, as may be fixed by the Board of Directors; provided, however, that the date of any such special meeting shall be not more than 90 days after the receipt by the Secretary in the manner required by Section 2.3(C) of Meeting Requests from the Required Percent.

(H) Notwithstanding anything to the contrary in this Section 2.3:

(1) A special meeting requested by stockholders shall not be held if (A) the Meeting Requests from the Required Percent do not comply with these Bylaws or the Certificate of Incorporation; (B) the action relates to an item of business that is not a proper subject for stockholder action under applicable law; (C) the Meeting Request is received by the Secretary during the period commencing 90 days prior to the first anniversary of the date of the immediately preceding annual meeting of stockholders and ending on the date of adjournment of the next annual meeting of stockholders (provided, that, for purposes of the Corporation's first annual meeting of Stockholders after the Emergence Date (as defined in Section 2.7), the date of the immediately preceding annual meeting of stockholders shall be deemed to be the Emergence Date); (D) an identical or substantially similar item of business, as determined in good faith by the Board of Directors, was presented at a meeting of stockholders held not more than 90 days before the Meeting Requests from the Required Percent are received by the Secretary or (E) the Meeting

Requests from the Required Percent were made in a manner that involved a violation of Regulation 14A under the Exchange Act or other applicable law; and

(2) Nothing herein shall prohibit the Board of Directors from including in the Corporation's notice of any special meeting of stockholders called by the Secretary additional matters to be submitted to the stockholders at such meeting not included in the Meeting Request(s) in respect of such meeting.

SECTION 2.4. Notice of Meeting. Notice of all meetings of stockholders shall be given in writing or by electronic transmission in accordance with applicable law stating the place, if any, date and time of the meeting, the means of remote communication, if any, by which stockholders and proxy holders may be deemed present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise required by applicable law or the Certificate of Incorporation, such notice shall be given by the Corporation not less than 10 days nor more than 60 days before the date of the meeting. If mailed, such notice shall be deemed to be given when deposited in the U.S. mail, with postage prepaid, directed to the stockholder at his or her address as it appears on the records of the Corporation. If given by electronic mail, such notice shall be deemed to be given when directed to such stockholder's electronic mail address unless the stockholder has notified the Corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited pursuant to the terms of the DGCL. A notice by electronic mail must include a prominent legend that the communication is an important notice regarding the Corporation. An affidavit of the Secretary or the transfer agent of the Corporation that the notice required by this Section 2.4 has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein. If a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place, if any, thereof, and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. Any business that might have been transacted at the meeting as originally called may be transacted at the adjourned meeting. If, however, the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

SECTION 2.5. Quorum; Adjournment in the Absence of Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, the holders of a majority of the outstanding shares of the Corporation entitled to vote generally in the election of directors (the "Voting Stock"), present in person or represented by proxy, shall constitute a quorum at a meeting of stockholders, except that when specified business is to be voted on by a class or series (or classes or series) of stock voting as a class or series (or classes or series), the holders of a majority of the outstanding shares of such class or series (or classes or series), present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to the vote on such business. In the absence of a quorum, the person presiding over the meeting in accordance with Section 2.8 or, in the absence of such person, the holders of a majority of the voting power of the shares so present in person or represented by proxy may adjourn the meeting to another time or place. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares

entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity. The stockholders present at a duly called meeting at which a quorum is present may continue to transact business until adjournment or recess, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

SECTION 2.6. Proxies. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy. Such proxy may be prepared, transmitted and delivered in any manner permitted by applicable law. Any copy, facsimile transmission or other reliable reproduction of the writing or transmission created pursuant to this section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile transmission or other reproduction shall be a complete reproduction of the entire original writing or transmission.

SECTION 2.7. Notice of Stockholder Business and Nominations.

(A) Annual Meetings of Stockholders.

(1) Nominations of persons for election to the Board of Directors and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders (a) pursuant to the Corporation's notice of meeting (or any supplement thereto), (b) by or at the direction of the Board of Directors (or any committee thereof) or (c) by any stockholder of the Corporation who (i) was a stockholder of record (as set forth on the Corporation's stock ledger) at the time of giving of notice provided for in this Section 2.7 and at the time of the annual meeting, (ii) is entitled to vote at the meeting and (iii) complies with the notice procedures set forth in these Bylaws as to such business or nomination and applicable law. Clause 1(c) of this Section 2.7(A) shall be the exclusive means for a stockholder to nominate candidates for election as directors ("Stockholder Nominees") or to bring other business ("Stockholder Business") (other than matters properly brought under Rule 14a-8 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and included in the Corporation's notice of meeting) before an annual meeting of the stockholders.

(2) At any annual meeting of stockholders, all nominations of Stockholder Nominees and proposals of Stockholder Business must be made by timely notice thereof in writing given by or on behalf of a stockholder of record (the "Stockholder Notice") and must otherwise be a proper matter for stockholder action under applicable law.

(3) To be timely in the case of an annual meeting of Stockholders, a Stockholder Notice shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is scheduled for a date that is more than 30 days before or more than 60 days after such anniversary date, or if no annual meeting was held during the prior year, then to be timely

the Stockholder Notice must be so delivered (x) not earlier than the close of business on the 120th day prior to the date of such annual meeting and (y) not later than the close of business on the later of the 90th day prior to such annual meeting and the 10th day following the day on which the date of such annual meeting was first announced by Public Disclosure; provided, further, that for purposes of the Corporation's first annual meeting of stockholders after the Emergence Date, the date of the prior year's annual meeting of stockholders shall be the Emergence Date. In no event shall any adjournment or postponement of an annual meeting or the Public Disclosure thereof commence a new time period (or extend any time period) for the giving of a Stockholder Notice.

(4) Notwithstanding anything in Section 2.7(A)(3) to the contrary, in the event that the number of directors to be elected to the Board of Directors is increased and there is no Public Disclosure by the Corporation naming all of the nominees for the additional directorships or specifying the size of the increased Board of Directors at least 100 days prior to the first anniversary of the preceding year's annual meeting (or, in the case of the Corporation's first annual meeting after the Emergence Date, 100 days prior to the first anniversary of the Emergence Date), a Stockholder Notice of Stockholder Nominees shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which such Public Disclosure is first made by the Corporation..

(5) To be in proper form in the case of an annual meeting of stockholders, a Stockholder Notice must set forth:

(a) the name and record address of each Stockholder (the "Proponent") nominating the Stockholder Nominee or proposing the Stockholder Business, as applicable, as they appear on the Corporation's books;

(b) the name and address of any Stockholder Associated Person;

(c) in the case of a nomination, the name and address of the Stockholder Nominee(s);

(d) as to each Proponent and Stockholder Associated Person, (i) the class or series and number of shares of the Corporation which are, directly or indirectly, owned beneficially and of record by the Proponent or Stockholder Associated Person (provided, however, that for purposes of this Section 2.7(A)(5) a person shall be deemed to beneficially own any shares of the Corporation as to which such person has a right to acquire beneficial ownership at any time in the future), (ii) the date such shares were acquired, (iii) in the case of a proposal of Stockholder Business, a description of any agreement, arrangement or understanding, direct or indirect, with respect to such Stockholder Business between or among the Proponent, any Stockholder Associated Person or any others (including their names) acting in concert with any of the foregoing, (iv) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, hedging transactions and

borrowed or loaned shares) that has been entered into, directly or indirectly, by the Proponent or any Stockholder Associated Person and that remains in effect, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of the Proponent or any Stockholder Associated Person with respect to shares of stock of the Corporation (a “Derivative Instrument”), (v) a description in reasonable detail of any proxy (including revocable proxies), contract, arrangement, understanding or other relationship pursuant to which the Proponent or any Stockholder Associated Person has a right to vote any shares of stock of the Corporation and (vi) all other information that would be required to be filed with the SEC if the Proponents or Stockholder Associated Persons were participants in a solicitation subject to Section 14 of the Exchange Act. The information specified in Section 2.7(A)(5)(a)-(d) is referred to herein as “Stockholder Information”;

(e) a representation that each Proponent is a holder of record of stock of the Corporation entitled to vote at the meeting, will continue to hold stock of the Corporation entitled to vote at such meeting through the date of such meeting and intends to appear in person or by proxy at the meeting to nominate such Stockholder Nominee and/or propose such Stockholder Business, as applicable;

(f) in the case of a nomination of a Stockholder Nominee, (i) the principal occupation or employment of each Stockholder Nominee (present and for the past five years), (ii) all information regarding each Stockholder Nominee and Stockholder Associated Person that would be required to be disclosed in a solicitation of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act, (iii) the written consent of each Stockholder Nominee to being named in a proxy statement as a nominee and to serve as a directors if elected and (v) a completed signed questionnaire, representation and agreement required by Section 3.3;

(g) in the case of a Stockholder Nominee, a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings (whether written or oral) during the past three years, and any other material relationships, between or among a Proponent, Stockholder Associated Person and their respective affiliates and associates, or others acting in concert therewith, on the one hand, and each Stockholder Nominee and his or her affiliates and associates, or others acting in concert therewith, on the other hand, including without limitation all information that would be required to be disclosed pursuant to Item 404 of Regulation S-K promulgated under the Securities Act of 1933, as amended (the “Securities Act”) (or any successor provision) if the Proponent, Stockholder Associated Person or their respective affiliates or associates, or any person acting in concert therewith, were the “registrant” for purposes of such Item 404 and the Stockholder Nominee were a director or executive officer of such registrant;

(h) in the case of a proposal of Stockholder Business, (i) a brief description of the Stockholder Business desired to be brought before the annual

meeting, (ii) the text, if any, of the proposal (including the text of any resolutions proposed for consideration and, if such business includes a proposal to amend the Bylaws, the language of the proposed amendment), and (iii) the reasons for conducting such Stockholder Business at the meeting and any material interest of each Proponent and any Stockholder Associated Person in such Stockholder Business;

(i) a representation as to whether the Proponent intends (i) to deliver a proxy statement and form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to elect such Stockholder Nominee(s) and/or approve or adopt such Stockholder Business, as applicable or (ii) otherwise to solicit proxies from Stockholders in support of such Stockholder Nominee(s) and/or Stockholder Business, as applicable; and

(j) a representation that the Proponents shall provide all other information and affirmations, updates and supplements required pursuant to these Bylaws.

(B) Special Meetings of Stockholders.

(1) If the Corporation's notice of a special meeting includes the election of Directors, nominations of persons for election to the Board of Directors at such meeting may be made (a) by or at the direction of the Board of Directors (or a committee thereof) or (b) by any stockholder who (i) was a stockholder of record (as set forth on the Corporation's stock ledger) at the time of giving of the notice provided for in this Bylaw and at the time of the special meeting, (ii) is entitled to vote at the meeting and (iii) complies with the notice procedures set forth in this Bylaw as to such nomination. Subjection to Section 2.7(C), clause (b) of the preceding sentence shall be the exclusive means for a stockholder to nominate Stockholder Nominees before a special meeting of stockholders. For avoidance of doubt, in connection with any special meeting, stockholders cannot propose Stockholder Business that is not included in the Corporation's notice of the meeting and Stockholders may nominate Stockholder Nominees for election at such meeting only if the Corporation's notice of the meeting specifies the election of Directors as among the purposes of such meeting.

(2) At any special meeting of stockholders at which directors are to be elected, all nominations of Stockholder Nominees must be made by timely delivery of a Stockholder Notice.

(3) To be timely in the case of a special meeting of stockholders, a Stockholder Notice shall be delivered to the Secretary and received at the principal executive offices of the Corporation (x) not earlier than the close of business on the 120th day prior to such special meeting and (y) not later than the close of business on the later of the 90th day prior to such special meeting and the 10th day following the day on which the date of such special meeting was first announced by Public Disclosure. In no event shall any adjournment or postponement of a special meeting or the Public Disclosure thereof

commence a new time period (or extent any time period) for the giving of a Stockholder Notice.

(4) Notwithstanding anything in Section 2.7(B)(3) to the contrary, in the event that the number of directors to be elected to the Board of Directors at such special meeting is increased and there is no Public Disclosure by the Corporation naming all of the nominees for the additional directorships or specifying the size of the increased Board of Directors at least 100 days prior to such special meeting, a Stockholder Notice of Stockholder Nominees shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered to the Secretary and received at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which such Public Disclosure is first made by the Corporation.

(5) To be in proper form in the case of a special meeting of stockholders, a Stockholder Notice must set forth all of the information required by Section 2.7(A)(5) in the case of a Stockholder Nominee nominated for election at an annual meeting.

(C) General.

(1) In addition to the information required by Section 2.7(A)-(B), the Proponents shall also provide any other information reasonably requested from time to time by the Corporation within 10 business days after each such request. In addition, the Proponents shall affirm as true and correct the information provided to the Corporation in the Stockholder Notice or at the Corporation's request pursuant to the preceding sentence (and shall update or supplement such information as needed so that such information shall be true and correct) as of (a) the record date for the meeting, (b) in the case of an annual meeting of Stockholders, the date that is 10 calendar days before the first anniversary date of the Corporation's proxy statement released to Stockholders in connection with the previous year's annual meeting (this clause (b) being inapplicable in the case of the first annual meeting after the Emergence Date) and (c) the date that is 10 business days before the meeting and, if applicable, before reconvening any adjournment or postponement thereof. Such affirmation, update and/or supplement must be delivered to the Secretary and received at the principal executive offices of the Corporation by no later than (x) five business days after the applicable date specified in clause (a) or (b) of the foregoing sentence (in the case of the affirmation, update and/or supplement required to be made as of those dates), and (y) not later than seven business days before the date for the meeting (in the case of the affirmation, update and/or supplement required to be made as of 10 business days before the meeting or reconvening any adjournment or postponement thereof).

(2) Except to the extent otherwise determined by the Board of Directors, the person presiding over the meeting shall, if the facts warrant, determine and declare to the meeting that the nomination of any Stockholder Nominee and/or the proposal of any Stockholder Business, as applicable, was not properly brought before the meeting in accordance with the procedures set forth in this Section 2.7. Any such nomination or business not properly brought before the meeting shall be disregarded and such

Stockholder Nominee shall not be qualified for election as a Director (in the case of a nomination) and/or not be transacted (in the case of other business).

(3) Except to the extent otherwise determined by the Board of Directors, if the Proponent (or a qualified representative of the Proponent) does not appear at the meeting of stockholders to nominate the Stockholder Nominee and/or present the Stockholder Business, as applicable, such nomination shall be disregarded and such Stockholder Nominee shall not be qualified for election as a Director and/or such business shall not be transacted, respectively, in either case notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of these Bylaws, to be considered a “qualified representative” of the Proponent, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(4) Nothing in these Bylaws shall be deemed to affect any rights (i) of shareholders to request inclusion of proposals in the Corporation’s proxy statement pursuant to Rule 14a-8 under the Exchange Act or (ii) of the holders of any series of Preferred Stock if and to the extent provided for under law, the Certificate of Incorporation or these Bylaws.

(5) For purposes of these Bylaws, (i) “business day” shall mean each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in New York, NY are authorized or obligated by law or executive order to close, (ii) “close of business” shall mean 5:00 p.m. local time at the principal executive offices of the Corporation, and if an applicable deadline falls on the close of business on a day that is not a business day, then the applicable deadline shall be deemed to be the close of business on the immediately preceding business day, (iii) “Emergence Date” means the first such date on or after the Effective Date (as defined in that certain [Third Amended Joint Plan of Reorganization of the Borrower and its Debtor Affiliates filed on November 6, 2020 by the Corporation and its subsidiaries]) that the Corporation has a class of equity securities registered under the Exchange Act and listed or admitted to trading on a national securities exchange (as defined under the Exchange Act), (iv) “Public Disclosure” of any date or other information means disclosure thereof by a press release reported by the Dow Jones News Services, Associated Press or comparable U.S. national news service or in a document publicly filed by the Corporation with the SEC pursuant to Sections 13, 14 or 15(d) of the Exchange Act, (v) “SEC” means the U.S. Securities and Exchange Commission and (vi) “Stockholder Associated Person” means, with respect to any stockholder, (a) any other beneficial owner of stock of the Corporation that are owned by such stockholder and (b) any person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the stockholder or such beneficial owner. For purposes of this definition, the terms “controls,” “controlled by” and “under common control with” mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

SECTION 2.8. Conduct of Meetings; Adjournment After Establishing a Quorum.

The Board of Directors may adopt such rules and regulations for the conduct of a meeting of stockholders as it shall deem appropriate. At each meeting of stockholders, the Chairperson of the Board or, if the Chairperson is absent, the Chief Executive Officer of the Corporation or, if the Chief Executive Officer is absent, any officer of the Corporation designated by the Board of Directors (or in the absence of any such designation, the most senior officer present) shall preside over the meeting. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the person presiding over the meeting shall have the right and authority to convene, adjourn and reconvene the meeting from time to time, to prescribe such additional rules and procedures and to do all such acts as, in the judgment of such person, are appropriate for the proper conduct of the meeting. Such rules and procedures, whether adopted by the Board of Directors or prescribed by the person presiding over the meeting, may include (a) the establishment of an agenda or order of business for the meeting, (b) rules and procedures for maintaining order at the meeting and the safety of those present, (c) limitations on attendance at or participation in the meeting to stockholders of record entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the person presiding over the meeting shall determine, (d) restrictions on entry to the meeting after the time fixed for the commencement thereof, (e) restrictions on the use of audio or video recording devices at the meeting and (f) limitations on the time allotted to questions or comments by participants. Subject to any prior, contrary determination by the Board of Directors, the person presiding over any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, may determine and declare to the meeting that a matter or business was not properly brought before the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. The Secretary shall act as secretary of the meeting. If none of the officers above designated to act as the person presiding over the meeting or as secretary of the meeting shall be present, a person presiding over the meeting or a secretary of the meeting, as the case may be, shall be designated by the Board of Directors and, if the Board of Directors has not so acted, in the case of the designation of a person to act as secretary of the meeting, designated by the person presiding over the meeting.

SECTION 2.9. Required Vote. At any meeting of stockholders, all matters other than the election of directors, and except as otherwise provided by the Certificate of Incorporation, these Bylaws or any applicable law, shall be decided by the affirmative vote of a majority of the voting power of shares of stock present in person or represented by proxy and entitled to vote thereon. At all meetings of Stockholders for the election of directors, each director shall be elected by a majority of the votes cast with respect to the director; provided that in any Contested Election, directors shall be elected by the vote of a plurality of the votes cast. For purposes of this Section 2.9, (i) a “majority of the votes cast” means that (A) the number of votes cast “for” a director must exceed the number of votes cast “against” that director and (B) abstentions and broker non-votes are not counted as votes cast and (ii) “Contested Election” means an election of directors in which the number of nominees exceeds the number of directors to be elected as of either (x) the time of the meeting or (y) the date that is 14 days in advance of the date the Corporation files its definitive proxy statement (regardless of whether or not thereafter revised or supplemented) with the SEC. Any director who is not so elected shall offer to tender his or her resignation to the Board of Directors in accordance with Section 3.13. The independent directors of the Board of Directors

(or a committee thereof comprising only independent directors), giving due consideration to the best interests of the Corporation and its stockholders, shall evaluate the relevant facts and circumstances, and shall make a decision, within 90 days after the election, on whether to accept the offered resignation. Any director who offers a resignation pursuant to this provision shall not participate in the Board of Director's (or such committee's) decision. The Board of Directors will promptly disclose publicly its decision and, if applicable, the reasons for rejecting the offered resignation.

SECTION 2.10. Inspectors of Elections; Opening and Closing the Polls. The Board of Directors shall appoint one or more inspectors of election to act at the meetings of stockholders and make a written report thereof. One or more persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate has been appointed to act or is able to act at a meeting of stockholders, the person presiding over the meeting in accordance with Section 2.8 shall appoint one or more inspectors to act at the meeting. Each inspector, before discharging his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall have the duties prescribed by law. Unless otherwise provided by the Board of Directors, the date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be determined by the person presiding at the meeting in accordance with Section 2.8 and shall be announced at the meeting. No ballot, proxy, vote or any revocation thereof or change thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery of the State of Delaware upon application by a stockholder shall determine otherwise. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for office at an election may serve as an inspector at such election.

SECTION 2.11. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before the date of every meeting of stockholders, a complete, alphabetical list of stockholders entitled to vote at the meeting, and showing the address of each Stockholder and the number of shares registered in the name of each Stockholder; provided, however, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date. Such list shall be open to the examination of any stockholder, at such stockholder's expense, for any purpose germane to the meeting, for a period of at least ten (10) days prior to the meeting, (i) on a reasonably accessible electronic network (provided that the information required to gain access to the list is provided with the notice of the meeting), or (ii) during ordinary business hours at the principal place of business of the Corporation. If the meeting is to be held at a place, the list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present at the meeting. If the meeting is held solely by means of remote communication, then the list shall be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access the list shall be provided with the notice of the meeting. Except as provided by applicable law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders or to vote in person or by proxy at any meeting of stockholders.

SECTION 2.12. Fixing Date for Determination of Stockholders of Record for Meetings and Other Matters.

(A) Meetings. In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date shall not be more than sixty (60), nor less than ten (10), days before the date of such meeting. If the Board of Directors so fixes such record date for notice of such meeting, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date for notice of such meeting, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, then the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment or recess of the meeting; provided, however, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned or recessed meeting, and, in such case, shall also fix as the record date for stockholders entitled to notice of such adjourned or recessed meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned or recessed meeting.

(B) Action Without a Meeting. Unless otherwise restricted by the Certificate of Incorporation, in order that the Corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date for determining stockholders entitled to express consent to corporate action in writing without a meeting is fixed by the Board of Directors, (i) when no prior action of the Board of Directors is required by law, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation in accordance with applicable law, and (ii) if prior action by the Board of Directors is required by law, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(C) Other Actions. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action (other than any stockholders entitled to notice of or to vote at a meeting or action by written consent of stockholders), the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than sixty (60) days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

ARTICLE III

BOARD OF DIRECTORS

SECTION 3.1. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws required to be exercised or done by the stockholders.

SECTION 3.2. Number, Term of Office. Subject to the rights of the holders of any series of Preferred Stock to elect directors under specified circumstances, the initial number of Directors as of the adoption of these Bylaws shall be seven (7) and thereafter shall be fixed from time to time exclusively pursuant to a resolution adopted by the Board of Directors. Each Director shall hold office until a successor is duly elected and qualified or until the Director's earlier death, resignation, disqualification or removal.

SECTION 3.3. Director Qualifications.¹ To be qualified to be a nominee for election or reelection as a director after the Emergence Date, the nominee must deliver (in accordance with the time periods prescribed for delivery of a Stockholder Notice under Section 2.7 (in the case of a Stockholder Nominee) or upon request of the Secretary from time to time (in the case of a person nominated by or at the direction of the Board of Directors or any committee thereof)) to the Secretary at the principal executive office of the Corporation:

(A) a completed and signed written questionnaire (in the form provided by the Secretary) with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made;

(B) information as necessary to permit the Board of Directors to determine if such nominee (i) is independent under, and satisfies the audit, compensation or other board committee independence requirements under, the applicable rules and listing standards of the principal national securities exchanges upon which the stock of the Corporation is listed or traded, any applicable rules of the SEC or any other regulatory body with jurisdiction over the Corporation, or any publicly disclosed standards used by the Board of Directors in determining and disclosing the independence of the directors, (ii) is not or has not been, within the past three years, an officer or director of a competitor, as defined in Section 8 of the Clayton Antitrust Act of 1914, as amended from time to time, or (iii) is not a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses) or has been convicted in a criminal proceeding within the past 10 years ((i) through (iii) collectively, the "Independence Standards");

(C) a written representation and agreement (in the form provided by the Secretary) that such person (i) is not and will not become a party to (A) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person will act or vote as a director on any issue or question (a "Voting Commitment")

¹ Note to Draft: Implementation of mechanism to limit director terms TBD.

that has not been disclosed to the Corporation or (B) any Voting Commitment that could limit or interfere with such person's ability to comply with such person's fiduciary duties as a director under applicable law, (ii) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed to the Corporation, (iii) will comply with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading and other policies and guidelines of the Corporation that are applicable to directors and (iv) currently intends to serve as a director for the full term for which he or she is standing for election; and

(D) such person's written consent to being named as a nominee for election as a director and to serving as a director if elected.

The Secretary shall provide any stockholder of record (as set forth on the stock ledger) the forms of the written questionnaire, representation and agreement referred to in this Section 3.3 upon written request therefor.

SECTION 3.4. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than these Bylaws immediately after, and at the same place as, the Annual Meeting of Stockholders. Subject to Section 3.8 of these Bylaws, the Board of Directors may, by resolution, provide the time and place for the holding of additional regular meetings.

SECTION 3.5. Special Meetings. Special meetings of the Board of Directors may be held at such times and at such places, if any, as may be determined by the Chairperson or the President on at least 24 hours' notice to each director given by one of the means specified in Section 3.8 other than by mail or on at least three days' notice if given by mail. Special meetings shall be called by the Chairperson, President or Secretary in like manner and on like notice on the written request of any two or more directors.

SECTION 3.6. Conference Telephone Meetings. Members of the Board of Directors, or any committee thereof, may participate in a meeting of the Board of Directors or such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

SECTION 3.7. Adjourned Meetings. A majority of the directors present at any meeting of the Board of Directors, including an adjourned meeting, whether or not a quorum is present, may adjourn and reconvene such meeting to another time and place. At least 24 hours' notice of any adjourned meeting of the Board of Directors shall be given to each director whether or not present at the time of the adjournment; provided, however, that notice of the adjourned meeting need not be given if (a) the adjournment is for 24 hours or less and (b) the time, place, if any, and means of remote communication, if any, are announced at the meeting at which the adjournment is taken. Any business may be transacted at an adjourned meeting that might have been transacted at the meeting as originally called.

SECTION 3.8. Notice. Subject to Section 3.6 and unless notice is waived as provided in this Section 3.8, whenever notice is required to be given to any director by applicable law, the Certificate of Incorporation or these Bylaws, such notice shall be deemed given effectively if given in person or by telephone, mail addressed to such director at such director's address as it appears on the records of the Corporation, telecopy or by electronic mail or other means of electronic transmission. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of such meeting. Whenever the giving of any notice to Directors is required by applicable law, the Certificate of Incorporation or these Bylaws, a written waiver signed by the director, or a waiver by electronic transmission by such director, whether before or after such notice is required, shall be deemed equivalent to notice. Attendance by a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special Board of Directors or committee meeting need be specified in any waiver of notice.

SECTION 3.9. Organization. At each meeting of the Board of Directors, the Chairperson or, in his or her absence, another director selected by the Board of Directors shall preside. The Secretary shall act as secretary at each meeting of the Board of Directors. If the Secretary is absent from any meeting of the Board of Directors, the person presiding at the meeting may appoint any person to act as secretary of the meeting.

SECTION 3.10. Quorum. The presence of a majority of the total number of directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; provided, however, that in no case shall a quorum consist of less than one-third of the total number of directors that the Corporation would have if there were no vacancies on the Board of Directors. The directors present at a meeting at which a quorum has been established may continue to transact business until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum.

SECTION 3.11. Action by Majority Vote. Except as otherwise expressly required by these Bylaws or the Certificate of Incorporation, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 3.12. Action by Consent of Board of Directors. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all directors or members of such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Board of Directors or committee.

SECTION 3.13. Resignation. Any director may resign at any time by notice given in writing or by electronic transmission to the Board of Directors, the Chairperson or the Secretary. Such resignation shall take effect at the time of receipt of such notice or at such later time, or such later time determined upon the happening of an event, as is therein specified.

SECTION 3.14. Committees. The Board of Directors may designate one or more committees in accordance with Section 141(c) of the DGCL. Unless the Board of Directors provides otherwise, at all meetings of such committee, a majority of the then authorized number of members of the committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee. Each committee shall keep regular minutes of its meetings. Unless the Board of Directors provides otherwise, each committee designated by the Board of Directors may make, alter and repeal rules and procedures for the conduct of its business. In the absence of such rules and procedures each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article III.

ARTICLE IV

OFFICERS

SECTION 4.1. Elected Officers. The elected officers of the Corporation shall be a Chairperson of the Board, a Chief Executive Officer, a President, a Secretary, a Treasurer, and such other officers (including, without limitation, a Chief Financial Officer) as the Board of Directors from time to time may deem proper. The Chairperson of the Board shall be chosen from among the directors. All officers elected by the Board of Directors shall have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article IV. Such officers shall also have such powers and duties as from time to time may be conferred by the Board of Directors or by any committee thereof. The Board of Directors or any committee thereof may from time to time elect, or the Chairperson of the Board or Chief Executive Officer may appoint, such other officers (including one or more Assistant Vice Presidents, Assistant Secretaries, Assistant Treasurers, and Assistant Controllers) and such agents as may be necessary or desirable for the conduct of the business of the Corporation. Such other officers and agents shall have such duties and shall hold their offices for such terms as shall be provided in these Bylaws or as may be prescribed by the Board of Directors or such committee or by the Chairperson of the Board or Chief Executive Officer, as the case may be. Any number of offices may be held by the same person.

SECTION 4.2. Election and Term of Office. Each officer shall hold office from the time of his or her election pursuant to Section 4.1 until his or her successor shall have been duly elected and qualified or until his or her earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Corporation. Such resignation shall take effect at the time of receipt of such notice or at such later time, or at such later time determined upon the happening of an event, as is therein specified. The resignation of an officer shall be without prejudice to the contract rights of the Corporation, if any. Any officer may be removed at any time with or without cause by the Board of Directors, and, subject to any contrary direction of the Board of Directors, the Chief Executive Officer may remove any subordinate officer at any time with or without cause. Any vacancy occurring in any office of the Corporation may be filled by the Board of Directors. The election or appointment of an officer shall not of itself create contract rights, and any resignation or removal of an officer shall be without prejudice to the contract rights, if any, of such officer, the Corporation or any other person.

SECTION 4.3. Chairperson of the Board. The Chairperson of the Board shall preside at all meetings of the Board of Directors. The Chairperson of the Board shall advise and counsel the Chief Executive Officer and other officers and shall exercise such powers and perform such duties as shall be assigned to or required of the Chairperson of the Board from time to time by the Board of Directors or these Bylaws. He or she shall make reports to the Board of Directors and the stockholders, and shall see that all orders and resolutions of the Board of Directors and of any committee thereof are carried into effect. The Chairperson of the Board may also serve as the Chief Executive Officer, if so elected by the Board of Directors.

SECTION 4.4. Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Corporation, shall have general supervision of the affairs of the Corporation and general control of all of its business subject to the ultimate authority of the Board of Directors, and shall be responsible for the execution of the policies of the Board of Directors. In the absence (or inability to act) of the Chairperson of the Board and the Lead Director, if one has been designated by the Board of Directors, the Chief Executive Officer (if he or she shall be a director) shall preside when present at all meetings of the stockholders and the Board of Directors.

SECTION 4.5. President. The President shall be the chief operating officer of the Corporation and shall, subject to the authority of the Chief Executive Officer and the Board of Directors, have general management and control of the day-to-day business operations of the Corporation and shall consult with and report to the Chief Executive Officer. The President shall put into operation the business policies of the Corporation as determined by the Chief Executive Officer and the Board of Directors as communicated to the President by the Chief Executive Officer and the Board of Directors. The President shall make recommendations to the Chief Executive Officer on all operational matters that would normally be reserved for the final executive responsibility of the Chief Executive Officer. In the absence (or inability to act) of the Chairperson of the Board, the Lead Director, if one has been designated by the Board of Directors, and the Chief Executive Officer, the President (if he or she shall be a director) shall preside when present at all meetings of the stockholders and the Board of Directors.

SECTION 4.6. Vice-Presidents. Each Vice President shall have such powers and shall perform such duties as shall be assigned to him or her by the Board of Directors.

SECTION 4.7. Treasurer. The Treasurer shall exercise general supervision over the receipt, custody and disbursement of corporate funds. The Treasurer shall cause the funds of the Corporation to be deposited in such banks as may be authorized by the Board of Directors, or in such banks as may be designated as depositaries in the manner provided by resolution of the Board of Directors. He or she shall have such further powers and duties and shall be subject to such directions as may be granted or imposed upon him or her from time to time by the Board of Directors, the Chairperson of the Board or the Chief Executive Officer.

SECTION 4.8. Secretary. The Secretary shall keep or cause to be kept in one or more books provided for that purpose, the minutes of all meetings of the Board of Directors, the committees of the Board of Directors and the stockholders; he or she shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law; he or she shall be custodian of the records of the Corporation; and he or she shall see that the books, reports, statements, certificates and other documents and records required by law to be kept and filed are

properly kept and filed; and in general, he or she shall perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Board of Directors, the Chairperson of the Board or the Chief Executive Officer.

SECTION 4.9. Action with Respect to Securities of Other Entities. All stock and other securities of other entities owned or held by the Corporation for itself, or for other parties in any capacity, shall be voted (including by written consent), and all proxies with respect thereto shall be executed, by the person or persons authorized to do so by resolution of the Board of Directors or, in the absence of such authorization, by the Chairperson of the Board, the Chief Executive Officer or the President.

SECTION 4.10. Contracts. Except as otherwise required by law, the Certificate of Incorporation or these Bylaws, any contracts or other instruments may be executed and delivered in the name and on behalf of the Corporation by such officer or officers of the Corporation as the Board of Directors may from time to time direct. Such authority may be general or confined to specific instances as the Board of Directors may determine. The Chief Executive Officer, the President or any Vice President may execute bonds, contracts, deeds, leases and other instruments to be made or executed for or on behalf of the Corporation. Subject to any restrictions that the Board of Directors may impose, the Chairperson of the Board, the Chief Executive Officer, the President or any Vice President of the Corporation may delegate contractual powers to others under his or her authority, it being understood, however, that any such delegation of power shall not relieve such officer of responsibility with respect to the exercise of such delegated power.

SECTION 4.11. Delegation. The Board of Directors may from time to time delegate the powers and duties of any officer to any other officer or agent, notwithstanding any provision hereof.

ARTICLE V

STOCK CERTIFICATES AND TRANSFERS

SECTION 5.1. Stock Certificates and Transfers. The shares of stock of the Corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. If shares are represented by certificates (if any) such certificates shall be in the form approved by the Board of Directors. Every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of, the Corporation by any two authorized officers of the Corporation. Any or all such signatures may be facsimiles. Although any officer, transfer agent or registrar whose manual or facsimile signature is affixed to such a certificate ceases to be such officer, transfer agent or registrar before such certificate has been issued, it may nevertheless be issued by the Corporation with the same effect as if such officer, transfer agent or registrar were still such at the date of its issue.

SECTION 5.2. Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agents and registry offices or agents at such place or places as may be determined from time to time by the Board of Directors.

SECTION 5.3. Ownership of Shares. The Corporation shall be entitled to treat the holder of record of any share or shares of stock of the Corporation as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by the laws of the State of Delaware.

SECTION 5.4. Lost, Stolen or Destroyed Certificates. No certificate for shares or uncertificated shares of stock in the Corporation shall be issued in place of any certificate alleged to have been lost, destroyed or stolen, except on production of such evidence of such loss, destruction or theft and on delivery to the Corporation of a bond of indemnity in such amount, upon such terms and secured by such surety, as the Board of Directors or any financial officer may in its or his or her discretion require.

ARTICLE VI

INDEMNIFICATION

SECTION 6.1. Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another entity or enterprise, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement (except for judgments, fines and amounts paid in settlement in any action or suit by or in the right of the Corporation to procure a judgment in its favor) actually and reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Section 6.3, the Corporation shall be required to indemnify a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person only if the commencement of such Proceeding (or part thereof) by the Covered Person was authorized by the Board of Directors.

SECTION 6.2. Prepayment of Expenses. To the extent not prohibited by applicable law, the Corporation shall pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any Proceeding in advance of its final disposition; provided, however, that, to the extent required by applicable law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Article VI or otherwise..

SECTION 6.3. Claims. If a claim for indemnification or advancement of expenses under this Article VI is not paid in full within 30 days after a written claim therefor by the Covered Person has been received by the Corporation, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of

proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

SECTION 6.4. Nonexclusivity of Rights. The rights conferred on any Covered Person by this Article VI shall not be exclusive of any other rights that such Covered Person may have or hereafter acquire under any statute, provision of these Bylaws, the Certificate of Incorporation, agreement, vote of stockholders or disinterested directors or otherwise.

SECTION 6.5. Other Sources. The Corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another entity or enterprise shall be reduced by any amount such Covered Person may collect as indemnification or advancement of expenses from such other entity or enterprise.

SECTION 6.6. Amendment or Repeal. Any amendment or repeal of the foregoing provisions of this Article VI shall not adversely affect any right or protection hereunder of any Covered Person in respect of any act or omission occurring prior to the time of such amendment or repeal.

SECTION 6.7. Other Indemnification and Prepayment of Expenses. This Article VI shall not limit the right of the Corporation, to the extent and in the manner permitted by applicable law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

ARTICLE VII

MISCELLANEOUS PROVISIONS

SECTION 7.1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the thirty-first day of December of each year.

SECTION 7.2. Facsimile Signatures. In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

SECTION 7.3. Time Periods. In applying any provision of these Bylaws which requires that an act be done or not done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

SECTION 7.4. Amendments. The Board of Directors shall have the power to adopt, amend or repeal these Bylaws, but the stockholders may make additional Bylaws and may alter and repeal any Bylaws whether such Bylaws were originally adopted by them or otherwise.

Exhibit B

Exit Facility Documents

This **Exhibit B** contains the Exit RBL Facility Term Sheet. The Exit Facility Documents remain subject to ongoing review and revision and will be filed prior to the Confirmation Hearing.

Extraction Oil & Gas, Inc.

**\$1.0 Billion Senior Secured Revolving Exit Credit Facility
Summary of Terms and Conditions**

[THIS SUMMARY OF PROPOSED TERMS AND CONDITIONS IS PROVIDED FOR DISCUSSION PURPOSES ONLY AND NOTHING HEREIN SHALL CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) A COMMITMENT OR OFFER BY WELLS FARGO BANK, NATIONAL ASSOCIATION OR ANY OF ITS AFFILIATES TO PROVIDE ANY PORTION OF THE SENIOR SECURED REVOLVING EXIT CREDIT FACILITY. THE ACTUAL TERMS AND CONDITIONS UPON WHICH WELLS FARGO BANK, NATIONAL ASSOCIATION MIGHT EXTEND CREDIT TO THE BORROWER ARE SUBJECT TO SATISFACTORY COMPLETION OF DUE DILIGENCE, INTERNAL CREDIT APPROVAL, SATISFACTORY COMPLETION AND REVIEW OF DEFINITIVE DOCUMENTATION AND SUCH OTHER TERMS AND CONDITIONS AS MAY BE DETERMINED BY WELLS FARGO BANK, NATIONAL ASSOCIATION AND ITS COUNSEL. THE CLOSING OF ANY EXTENSION OF CREDIT BY WELLS FARGO BANK, NATIONAL ASSOCIATION OR ANY OF ITS AFFILIATES SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREED DEFINITIVE DOCUMENTS AND THE APPLICABLE DIP ORDERS. THIS SUMMARY OF TERMS IS CONFIDENTIAL AND MAY NOT BE DISCLOSED TO ANY OTHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF WELLS FARGO BANK, NATIONAL ASSOCIATION.]¹

- Borrower:** Extraction Oil & Gas, Inc. (“Borrower”).
- Facility:** A senior secured revolving exit credit facility in an aggregate principal amount of up to \$1,000,000,000 (the “Facility”). A subfacility for standby letters of credit issued by Wells Fargo will be available under the Facility in an aggregate amount equal to the lesser of the Borrowing Base then in effect and \$50,000,000.
- Guarantors:** Any current or hereafter acquired or created wholly owned subsidiaries of the Borrower other than any unrestricted subsidiaries (the “Guarantors” and together with the Borrower, the “Loan Parties”). All subsidiaries of the Borrower as of the Closing Date (as hereinafter defined) will be restricted subsidiaries (“Restricted Subsidiaries”) and Guarantors.
- Administrative Agent:** Wells Fargo Bank, National Association (“Wells Fargo” or, in its capacity as Administrative Agent, the “Administrative Agent”).
- Lead Arranger:** Wells Fargo Securities, LLC (in such capacity, the “Lead Arranger”).
- Lenders:** Wells Fargo Bank, National Association and a syndicate of financial institutions (including Wells Fargo) reasonably acceptable to Borrower and the Administrative Agent (each a “Lender” and, collectively, the “Lenders”).²
- Majority Lenders:** Lenders holding greater than 50% of the outstanding loans and unfunded commitments under the Facility.

¹ NTD: To be removed upon attachment to Commitment Letter.

² It is contemplated that all pre-petition lenders under the Existing Credit Agreement will be Lenders hereunder.

- Required Lenders:** Lenders holding greater than 66-2/3% of the outstanding loans and unfunded commitments under the Facility.
- Tier I Lenders:** Each Lender with a commitment in excess of 1.00% of the aggregate commitments under the Facility.
- Majority Tier I Lenders:** Tier I Lenders holding greater than 50% of the outstanding loans and unfunded commitments under the Facility.
- Required Tier I Lenders:** Tier I Lenders holding greater than 66-2/3% of the outstanding loans and unfunded commitments under the Facility.
- Use of Proceeds:** The Facility will be used for (a) financing certain fees, costs and expenses in connection with the Borrower's and Guarantors' exit from Chapter 11 of the Bankruptcy Code and refinancing certain debt (including all amounts owing under the DIP Credit Agreement³ and amounts owing under the Existing Credit Agreement⁴) in connection therewith, (b) financing ongoing working capital and capital and operating expenditures and (c) for other general corporate purposes of the Borrower and its Restricted Subsidiaries.
- Documentation:** The documentation for the Facility will be consistent with the Documentation Principles (as hereinafter defined), and shall include, among other items, a credit agreement, guarantees and appropriate pledge, security, mortgage and other collateral documents (collectively, the "Financing Documentation").
- Security:** Borrower and the Guarantors will grant to the Administrative Agent, for the benefit of the Lenders, any issuing lender, any counterparty to any hedging agreement that is a Lender (or any affiliate thereof) at the time the hedging transaction was entered into and any Lender (or any affiliate thereof) that provides banking services to the Borrower or any Guarantor, valid and perfected first priority security interests in and liens on all of the following (collectively, the "Collateral"):
 - (a) Owned real property interests and leased real property interests covering at least 95% of the present discounted value of the oil and gas properties evaluated in the reserve reports delivered to the Administrative Agent now owned or hereafter acquired by the Borrower or the Guarantors and all products, profits, rents, and proceeds of the foregoing;
 - (b) Substantially all of the tangible and intangible personal

³ That certain debtor-in-possession financing evidenced by the Superpriority Senior Secured Debtor-in-Possession Credit Agreement dated as of June 16, 2020 among the Borrower, Wells Fargo Bank, National Association, as administrative agent, and the other agents and lenders party thereto (as amended or otherwise modified prior to the date hereof, the "DIP Credit Agreement").

⁴ That certain Amended and Restated Credit Agreement dated as of August 16, 2017 among the Borrower, Wells Fargo Bank, National Association, as the administrative agent and issuing lender, and the other lenders and agents party thereto (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement").

Summary of Terms and Conditions

property and assets now owned or hereafter acquired by the Borrower and the Guarantors (including, without limitation, all equipment, inventory and other goods, accounts, licenses, contracts, intellectual property and other general intangibles, deposit accounts, securities accounts and other investment property and cash); and

- (c) All present and future capital stock or other membership or partnership equity ownership or profit interests (collectively, “Equity Interests”) owned or held of record or beneficially by the Borrower and Guarantors.

“Excluded Assets” means (a) any United States “intent to use” trademark applications for which a statement of use has not been filed, in relation to which any applicable law, or any agreement with a domain name registrar or any other person entered into by any grantor, prohibits the creation of a security interest therein or would otherwise invalidate or result in the abandonment of any of such grantor’s right, title or interest therein, (b) any of such Loan Party’s rights or interests in or under any property or assets to the extent that, and only for so long as, such grant of a security interest (i) is prohibited by any governmental requirement of a governmental authority with jurisdiction over such property, (ii) requires a consent not obtained of a governmental authority with jurisdiction over such property that is required pursuant to any governmental requirement or (iii) is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document, in each case, that directly evidences or gives rise to such property; provided that any of the foregoing exclusions shall not apply if (A) such prohibition has been waived or such other party has otherwise consented to the creation hereunder of a security interest in such asset or property, or (B) such prohibition, consent or the term in such contract, license, agreement, instrument or other document or providing for such prohibition breach, default or termination or requiring such consent is ineffective or would be rendered ineffective under any governmental requirement, including pursuant to Section 9-406, 9-407 or 9-408 of Article 9 of the UCC; provided further that it is understood for avoidance of doubt that immediately upon any of the foregoing becoming or being rendered ineffective or any such prohibition, requirement for consent or term lapsing or termination or such consent being obtained, the applicable Loan Party shall be deemed to have granted a lien in all its rights, title and interests in and to such property or assets, (c) any motor vehicle and other vehicles subject to certificates of title (except to the extent the security interest in such assets can be perfected by the filing of a UCC-1 financing statement), (d) any building or manufactured (mobile) home located within an area having special flood hazards and in which flood insurance is available under the National Flood Insurance Act of 1968, (e) any Excluded Accounts, and (f) those assets of a Loan Party with respect to which, in the reasonable discretion of the Administrative Agent, the burdens, costs or consequences of obtaining a lien on such assets are excessive in

view of the benefits to be obtained by the Lenders and other secured parties. For the avoidance of doubt, any proceeds of the foregoing Excluded Assets shall constitute Collateral hereunder and shall be subject to the lien and security interest granted under the Financing Documentation.

“Excluded Accounts” shall mean (a) any Deposit Account that is specifically and exclusively used for payroll, payroll taxes, and other employee wage and benefit payments to or for the benefit of the Borrower’s or a Guarantor’s salaried employees, to the extent the amounts in such Deposit Account as of any date of determination do not exceed the greater of (i) the checks outstanding against such Deposit Account as of that date, (ii) amounts necessary to meet minimum balance requirements [and (iii) amounts necessary to avoid, in the Borrower’s reasonable discretion and consistent with past practices, overdraft fees], (b) any Deposit Account that is specifically and exclusively used to hold third-party funds related to the Oil and Gas Properties, (c) any Deposit Account, Commodities Account or Securities Account so long as the value of all cash, commodities and/or securities as applicable held in each such account, individually, does not exceed \$50,000 at any time and the aggregate value of all cash, commodities and/or securities held in all such Deposit Accounts, Commodities Accounts and Securities Accounts does not at any time exceed \$200,000 and (d) the Professional Fee Escrow Account (as defined in the Plan of Reorganization).

Borrowing Base:

The Borrowing Base shall be the loan value to be assigned by the Lenders in their discretion to the proved reserves attributable to the Borrower and the Guarantors’ oil and gas properties evaluated in the reserve report(s) most recently delivered to the Administrative Agent and the Lenders (the “Borrowing Base Properties”).

The initial Borrowing Base in effect as of the Closing Date will be \$500 million, so long as the Closing Date occurs on or before [January 31, 2021] (such Borrowing Base, the “Initial Borrowing Base”). The Borrowing Base will be redetermined on a semi-annual basis on or about each November 1st and May 1st (each such redetermination being referred to herein as a “Scheduled Redetermination”), with the first Scheduled Redetermination to occur on or about May 1, 2021.

For Scheduled Redeterminations, a reserve report prepared as of each January 1 and July 1 immediately preceding the Scheduled Redetermination (or other applicable dates if the parties agree to different semi-annual redetermination dates as noted above), respectively, will be required. Each January 1 reserve report shall be prepared by Ryder Scott Company Petroleum Consultants, L.P. or another independent petroleum engineering firm reasonably acceptable to the Administrative Agent (the “Independent Engineer”). The other intra-year reserve reports shall be prepared by the in-house engineering staff of the Borrower in accordance with

the procedures used in the immediately preceding January 1 reserve report.

From and after the effective date of the first Scheduled Redetermination scheduled to occur on or about May 1, 2021, the Required Tier I Lenders and the Borrower shall each have the right to interim unscheduled redeterminations ("Unscheduled Redetermination") as described in the following sentence. The parties may request Unscheduled Redeterminations of the Borrowing Base provided that each of the Borrower and the Required Tier I Lenders may not request more than one Unscheduled Redetermination between Scheduled Redeterminations.

In the event of an Unscheduled Redetermination, the Borrower shall furnish to the Administrative Agent and the Lenders a reserve report prepared by, at the Borrower's option, either the Independent Engineer or the in-house engineering staff of the Borrower in accordance with the procedures used in the immediately preceding Reserve Report prepared by the Independent Engineer.

The Borrowing Base will also be subject to interim adjustments in connection with (a) sales of assets and hedging agreement unwinds, as set forth in the "Negative Covenants – Limitation on Sales of Property" section below, (b) the incurrence of Junior Lien Debt and Unsecured Debt (each as defined below), and (c) title deficiencies.

Decisions regarding the amount of the Borrowing Base will be made based upon the reserve report and the certificate delivered in connection therewith (including, without limitation, the status of title information with respect to the oil and gas properties as described in the reserve report, swap agreements then in effect and the existence of any other debt of the Borrower and its Restricted Subsidiaries) as the Administrative Agent deems appropriate in its sole discretion and consistent with its normal oil and gas lending criteria as they exist at the particular time.

Increases in the amount of the Borrowing Base will require approval of all Tier I Lenders, and decreases or maintenance of the amount of the Borrowing Base will require approval of the Required Tier I Lenders.

Maturity Date:

The date that is 3.5 years after the Closing Date (the "Maturity Date").

Interest Rates and Fees:

Interest rates and fees in connection with the Facility will be as specified on Schedule I attached hereto.

Mandatory Prepayments:

Subject to the provisions below, mandatory prepayments of the Facility are required if the outstanding principal amount of the loans and Letters of Credit exceeds the lesser of (a) the aggregate commitments under the facility and (b) the Borrowing Base then in effect (such excess herein defined as a "Borrowing Base").

Deficiency”).

In the event a Borrowing Base Deficiency occurs as a result of a Scheduled Redetermination or an Unscheduled Redetermination, the Borrower will, within 10 days after the Administrative Agent provides notice of a Borrowing Base Deficiency, agree to either: (a) repay the Borrowing Base Deficiency in three equal monthly installments and make the first payment within 30 days from Borrower’s receipt of the Administrative Agent’s notice; (b) provide additional collateral acceptable to the Administrative Agent and each of the Tier I Lenders to increase the Borrowing Base by an amount at least equal to the Borrowing Base Deficiency within 30 days from the date of Borrower’s receipt of the Administrative Agent’s notice; (c) repay the entire amount of the Borrowing Base Deficiency in a lump sum within 30 days from the date of Borrower’s receipt of the Administrative Agent’s notice; or (d) take any combination of actions described in clauses (a), (b) and (c) above in an amount sufficient to eliminate such Borrowing Base Deficiency.

In the event a Borrowing Base Deficiency occurs as a result of a decrease in the Borrowing Base in connection with an asset disposition (as set forth in the “Negative Covenants – Limitation on Sales of Property” section below), hedge unwind or termination (as set forth in the “Negative Covenants – Limitation on Sales of Property” section below), a title deficiency, or the incurrence of Junior Lien Debt or Unsecured Debt (as set forth in the “Negative Covenants – Limitation on Debt” section below), then the Borrower shall immediately prepay the loans or, if the loans have been repaid in full, make deposits into a cash collateral account up to an amount equal to the Letter of Credit Exposure. “Letter of Credit Exposure” shall mean, at the date of its determination by the Administrative Agent, the aggregate outstanding undrawn amount of letters of credit plus the aggregate unpaid amount of all of the Borrower’s payment obligations under drawn letters of credit.

If, at any time loans or Letters of Credit are outstanding, the Consolidated Cash Balance (as defined below) exceeds \$50 million as of the end of any calendar week, then the Borrower shall on the next Consolidated Cash Sweep Date (as defined below) prepay the loans in an aggregate principal amount equal to such excess, and if any excess remains after prepaying all of the loans as a result of any exposure with respect to Letters of Credit, pay to the Administrative Agent on behalf of the Lenders an amount equal to such excess to be held as cash collateral up to an amount equal to the Letter of Credit Exposure (the “Anti-Hoarding Prepayment Provision”).

“Consolidated Cash Balance” means, as of any date of determination, an amount equal to (a) the aggregate amount of cash and cash equivalents, marketable securities, treasury bonds and bills, certificates of deposit, investments in money market funds and commercial paper and any other Liquid Investments (as defined in the Existing Credit Agreement), in each case, held or owned by

(whether directly or indirectly), credited to the account of, or otherwise reflected as an asset on the balance sheet of, the Borrower and its Restricted Subsidiaries minus (b) without duplication, the sum of (i) checks issued, wires initiated or ACH transfers initiated, in any case, to non-affiliate third parties or to affiliates on account of transactions not prohibited under the Financing Documentation, plus (ii) cash or cash equivalents of the Borrower or any of its Restricted Subsidiaries constituting purchase price deposits held in escrow pursuant to a binding and enforceable purchase and sale agreement with a third party containing customary provisions regarding the payment and refunding of such deposits plus (iii) in the case of cash or cash equivalents that will be used to pay royalty obligations, working interest obligations, production payments, vendor payments, suspense payments, severance, ad valorem, payroll and other taxes, lease rental payments, and other similar payments as are customary in the oil and gas industry then due and owing by the Borrower and its Restricted Subsidiaries to unaffiliated third parties and for which the Borrower or any of its Restricted Subsidiaries will issue checks or initiate wires or ACH transfers within five (5) business days plus (iv) cash deposited with an issuing lender to cash collateralize Letters of Credit plus (v) any amounts in an Excluded Account (as defined herein) other than any Excluded Account described in clause (c) of the definition thereof.

“Consolidated Cash Sweep Date” means the second business day of each calendar week.

Optional Prepayments and Commitment Reductions:

Loans under the Facility may be prepaid and unused commitments under the Facility may be reduced at any time, in whole or in part, at the option of the Borrower, upon notice and in minimum principal amounts and in multiples to be agreed upon, without premium or penalty (except LIBOR breakage costs associated with prepayments on a date other than the end of an interest period).

Conditions Precedent to Closing:

The closing of the Facility will be subject to satisfaction of the conditions precedent including, but not limited to, the following on or before [January 31, 2021]:

- (a) The negotiation, execution, and delivery of Financing Documentation (including security documentation (which shall include, for the avoidance of doubt, control agreements in form and substance acceptable to the Administrative Agent), closing certificates, the fee letter, and other usual and customary closing documents, satisfactory to the Administrative Agent) for the Facility.
- (b) Receipt and satisfactory review of (i) the authorizing resolutions, certificate of incumbency and organization documents of the Borrower and the Guarantors, (ii) good standing certificates for the Borrower and each Guarantor, (iii) unaudited consolidated balance sheet and the related consolidated statements of income or operations, shareholder’s

Summary of Terms and Conditions

equity and cash flows for the Borrower and its Restricted Subsidiaries for the most recently ended fiscal quarter for which financial statements are available at least 45 days prior to the Closing Date, and (iv) pro forma unaudited consolidated balance sheet of the Borrower and its Restricted Subsidiaries as of the Closing Date (as if the Closing Date had occurred on the last date of the most recently ended fiscal quarter for which financial statements are available at least 45 days prior to the Closing Date), after giving effect to the making of the initial extensions of credit (including the issuance of letters of credit) under the Facility, the application of the proceeds thereof and to the other transactions contemplated to occur on the Closing Date, certified by the President, Chief Financial Officer or Vice President of Finance of the Borrower, which shall reflect no indebtedness other than (i) the loans, letters of credit and other extensions of credit under the Facility and (ii) other indebtedness permitted by the Financing Documentation.

- (c) (i) No material adverse change prior to closing, (ii) all representations and warranties set forth in the loan documents will be true and correct in all material respects (unless already subject to materiality qualifiers therein, then such representations and warranties shall be true and correct in all respects), (iii) no Default or Event of Default will have occurred and be continuing, (iv) the Loan Parties shall have received all consents, licenses and approvals required in connection with the Financing Documentation and the Loan Parties shall have received all material consents, licenses and approvals required in connection with the continued operation of the Loan Parties' operation and such approvals shall be in full force and effect, and (v) no action before any governmental authority shall be threatened or pending in connection with the Financing Documentation or which could reasonably be expected to result in a material adverse change.
- (d) Legal opinions of counsel (including applicable local counsel) to the Borrower and Guarantors, in form and substance reasonably satisfactory to the Administrative Agent and to its counsel.
- (e) Reasonably satisfactory review of all material contracts pursuant to which any Loan Party pays, receives or incurs liabilities (or could reasonably be expected to pay, receive or incur liabilities during any 12-month period over the term thereof) in excess of \$10,000,000 including, but not limited to, hedging contracts, oil and gas sales and management contracts and transportation contracts.
- (f) Receipt of all documentation and other information required by regulatory authorities, including, without limitation, "know your customer" and anti-money laundering rules and regulations and beneficial ownership regulations at least three (3) Business Days prior to the Closing Date.

Summary of Terms and Conditions

- (g) Receipt and reasonably satisfactory review of the Borrower's and Guarantors' business plan and budget for each fiscal year through and including 2024, including projections prepared by management of balance sheets, income statements and cash flow statements of the Loan Parties for each fiscal year through and including 2024, on a quarterly basis.
- (h) Payment of all required fees and expenses.
- (i) Receipt of a reserve report prepared by the in-house engineering staff of the Borrower reasonably acceptable to the Administrative Agent with an as of date of no earlier than August 1, 2020 (the "Initial Reserve Report") (it being agreed that the reserve report dated as of October 1, 2020 previously provided by the Borrower to the Administrative Agent is reasonably acceptable to the Administrative Agent and shall constitute the Initial Reserve Report) and a borrowing base certificate.
- (j) The Administrative Agent shall be satisfied in its sole discretion with title information on at least 80% of the present discounted value of the Borrower's and Guarantors' oil and gas properties classified as proved or 95% of the present discounted value of the Borrower's and Guarantors' proved, developed and producing reserves and the oil and gas properties relating thereto, in each case, as set forth in the Initial Reserve Report. The Borrower and the Guarantors will have good and marketable title to its oil and gas properties, subject to no other liens other than permitted liens.
- (k) Receipt and satisfactory review of environmental matters.
- (l) Receipt of mortgages and security agreements providing perfected, first priority (subject only to permitted liens) liens and security interests on all assets of the Borrower and the Guarantors, including perfected, first priority liens and security interests in not less than 95% of the present discounted value of the oil and gas properties of the Borrower and the Guarantors based on the Initial Reserve Report and all products, profits, rents, and proceeds of the foregoing.
- (m) Lease operating statements in form and substance satisfactory to the Administrative Agent for the fiscal year ended December 31, 2019 and for each fiscal quarter thereafter ending at least 45 days prior to the Closing Date.
- (n) Certificates of insurance naming the Administrative Agent as loss payee with respect to property insurance, or additional insured with respect to liability insurance.
- (o) Customary UCC, lien and litigation searches.
- (p) A solvency certificate from the Borrower's Vice President of Finance (certifying that, after giving pro forma effect to the transactions and after giving effect to each debtors' exit from the Chapter 11 Cases (defined consistent with the DIP Credit

Summary of Terms and Conditions

- Agreement) in accordance with the Plan of Reorganization, that on a consolidated basis the Borrower and each Restricted Subsidiary are solvent).
- (q) The confirmation order (in form and substance reasonably acceptable to the Administrative Agent and Required Lenders) (the “Confirmation Order”) confirming the Borrower’s and the Guarantors’ plan of reorganization (the terms of which shall be reasonably satisfactory to the Administrative Agent and the Required Lenders, and it being understood that the terms of the Plan attached as Exhibit A to the Commitment Letter are reasonably satisfactory to the Administrative Agent) (the “Plan of Reorganization”) has been entered by the Bankruptcy Court and become a final order, which final order shall not have been stayed, reversed, vacated, amended, supplemented or otherwise modified in any manner that would reasonably be expected to adversely affect the interests of the Lenders, the Administrative Agent or the Lead Arranger or the treatment contemplated by the Plan of Reorganization to (x) the lenders under the Existing Credit Agreement or (y) the lenders under the DIP Credit Agreement.
- (r) Leverage Ratio (as defined below) of no more than 1.50x based on expected LTM 3Q20 results after giving pro forma effect to the making of the initial extensions of credit (including the issuance of letters of credit) under the Facility, the application of the proceeds thereof and to the other transactions contemplated to occur on the Closing Date.
- (s) The Plan of Reorganization and all transactions contemplated therein or in the Confirmation Order to occur on the effective date of the Plan of Reorganization shall have been (or concurrently with the Closing Date, shall be) substantially consummated in accordance with the terms thereof and in compliance with applicable law and Bankruptcy Court (defined consistent with the DIP Credit Agreement) and regulatory approvals.
- (t) Minimum availability of 20% of the Initial Borrowing Base after giving pro forma effect to the making of the initial extensions of credit (including the issuance of letters of credit) under the Facility, the application of the proceeds thereof and to the other transactions contemplated to occur on the Closing Date.
- (u) Minimum equity contribution in an amount equal to \$200 million, which is the amount sufficient to cause the Borrower to achieve the condition precedent set forth in (t) above after giving pro forma effect to the making of the initial extensions of credit (including the issuance of letters of credit) under the Facility, the application of the proceeds thereof and to the other transactions contemplated to occur on the Closing Date.
- (v) Successful renegotiation of gathering, transportation, and processing contracts on terms no less favorable taken as a

Summary of Terms and Conditions

whole than those assumed in the Initial Reserve Report as determined by the Administrative Agent in its sole discretion.

- (w) The Administrative Agent shall have received evidence reasonably satisfactory to it that (x) all loans and other obligations under the Existing Credit Agreement and the DIP Credit Agreement are being repaid or otherwise satisfied in full and terminated in a manner consistent with the Plan of Reorganization, other than existing letters of credit to be deemed issued under the Facility on the Closing Date, and (y) the liens securing the Existing Credit Agreement and the DIP Credit Agreement are being released substantially contemporaneously with the initial funding under the Facility on the Closing Date. After giving effect to the transactions contemplated hereby, the Borrower and the Guarantors shall have no indebtedness outstanding other than (a) the loans and other extensions of credit under the Facility and (b) any other indebtedness permitted under the Financing Documentation. The Administrative Agent shall have received evidence reasonably satisfactory to it that all liens on the assets of the Borrower and the Guarantors (other than liens permitted by the Financing Documentation) have been (or will be concurrently with the initial funding under the Facility on the Closing Date) released or terminated and that duly executed recordable releases and terminations in forms reasonably acceptable to the Administrative Agent with respect thereto have been obtained by the Borrower or the Guarantors, as applicable.
- (x) An order of the Bankruptcy Court (which may include the Confirmation Order), in form and substance reasonably satisfactory to the Administrative Agent, shall have been entered approving the Commitment Letter and Fee Letters (including the fees set forth in the Fee Letters and specifically providing for the right to receive all amounts due and owing, including indemnification obligations, the fees and other payments set forth herein, and reimbursement of all reasonable costs and expenses incurred in connection with the transactions contemplated herein and as set forth herein and which, indemnification and reimbursement obligations shall be entitled to priority as administrative expense claims under Section 503(b) and 507(a)(1) of title 11 of the Bankruptcy Code) and such order shall have become a final order of the Bankruptcy Court unless waived in writing by the Administrative Agent and the Required Lenders, which order shall not have been stayed, reversed, vacated, amended, supplemented or otherwise modified in any manner.
- (y) Such other documents, governmental certificates, agreements, lien releases, UCC-3 financing statements, and lien searches as the Administrative Agent or any Lender may reasonably request.

The date upon which all such conditions precedent are satisfied or waived in accordance with the terms of the Financing

Documentation, the “Closing Date”.

Conditions to All Extensions of Credit:

Each extension of credit (including the initial extension of credit, any extension of the expiration date of a letter of credit, or any increase in the amount of a letter of credit) under the Facility will be subject to satisfaction of the following conditions precedent: (a) all of the representations and warranties in the Financing Documentation shall be true and correct in all material respects (unless already subject to materiality qualifiers therein, then such representations and warranties shall be true and correct in all respects) as of the date of such extension of credit, (b) at the time of and immediately after such extension of credit, no event, development or condition that has or could reasonably be expected to have a material adverse effect shall have occurred, (c) no event of default under the Facility or unmatured default shall have occurred and be continuing or would result from such extension of credit, (d) such extension of credit would not conflict with any governmental requirement and no litigation shall be pending or threatened that seeks to enjoin such credit extension, (e) compliance with Anti-Hoarding Prepayment Provision, and (f) the receipt by the Administrative Agent of a borrowing request or letter of credit request, as applicable.

Representations and Warranties:

Representations and warranties covering the Borrower and the Guarantors, in each case, subject to customary exceptions, baskets and qualifications, including, without limitation:

- No Default
- Organization and Good Standing
- Authorization
- Enforceable Obligations
- Initial Financial Statements; no material adverse change
- Full Disclosure
- Litigation
- Taxes
- Title to Properties; Permits, Licenses, etc.
- Compliance with Agreements
- Subsidiaries
- ERISA
- Environmental
- Investment Company Act
- Use of Proceeds
- Condition of Properties; Casualties
- Insurance
- Security Interest
- OFAC
- Solvency
- Gas Contracts
- Liens, Leases, etc.
- Hedging Agreements
- Material Agreements
- Restriction on Liens

- Location of Business and Offices
- FCPA
- Anti-Money Laundering Laws
- ECP Guarantor
- Others as may be determined in accordance with the Documentation Principles

Affirmative Covenants:

Affirmative covenants covering the Borrower and the Guarantors, in each case, subject to customary exceptions, baskets and qualifications, including, without limitation:

- Reporting Covenants:
 - Audited consolidated financial statements of the Borrower and its Subsidiaries delivered within 120 days (or if an earlier date is required for the delivery of audited consolidated financial statements by any other debt documents or applicable law, such earlier date) after the end of the fiscal year and unaudited quarterly consolidated financial statements of the Borrower and its Restricted Subsidiaries delivered within 60 days (or if an earlier date is required for the delivery of unaudited quarterly consolidated financial statements by any other debt documents or applicable law, such earlier date) after the end of each fiscal quarter, together in each case with consolidating financial statements reflecting the Unrestricted Subsidiaries.
 - Lease operating statements showing monthly production, revenue, price information and associated operating expenses delivered concurrently with the annual and quarterly financial statements as described in the immediately preceding paragraph.
 - A schedule of all hedging contracts of the Borrower and each of its Restricted Subsidiaries delivered concurrently with the annual and quarterly financial statements described above, which shall set forth the type, term, effective date, termination date and notional amounts or volumes and the counterparty to each such agreement.
 - A business and financial plan (including a capital budget) of the Borrower and each of its Restricted Subsidiaries for the current fiscal year delivered concurrently with the annual financial statements described above.
 - Compliance Certificate on a combined basis for the Borrower and the Guarantors, delivered with the annual and quarterly financial statements described above signed by the President, Chief Financial Officer or Vice President of Finance of the Borrower showing calculation and compliance with financial covenants, non-occurrence of an event of default, that the representations and warranties are true and correct in all material respects, and attestation to the authenticity of the financial statements.
 - A reserve report prepared as of January 1 by the Independent Engineer reasonably acceptable to the Administrative Agent

Summary of Terms and Conditions

delivered by April 1 of each year, and a reserve report prepared by the in-house engineering staff of the Borrower in accordance with the procedures used in the immediately preceding January 1 reserve report shall be prepared as of July 1 and delivered by October 1 of each year.

- Borrowing Base Certificate certifying as to the information in the reserve reports being true and correct in all material respects, any gas imbalances, information related to the acquisition or disposition of any Borrowing Base Properties, information related to the execution of any new gathering, transportation, and processing contracts pursuant to which any Loan Party pays, receives or incurs liabilities (or could reasonably be expected to pay, receive or incur liabilities during any 12-month period over the term thereof) in excess of \$10,000,000 or any material amendments or modifications to existing gathering, transportation and processing contracts, including all contracts with minimum volume commitments, and attaching thereto copies of each such contract or material amendment or modification thereto, and other information reasonably requested by the Administrative Agent.
- Certificate with respect to the Anti-Hoarding Prepayment Provision.
- Such other information that the Administrative Agent or any Lender may reasonably request.
- Organization
- Insurance
- Compliance with Laws
- Taxes
- New Subsidiaries
- Agreement to Pledge; Security
- Deposit Accounts
- Records; Inspection
- Maintenance of Property
- Title Evidence and Opinions
- Further Assurances; Cure of Title Defects
- Leases; Development and Maintenance
- Keepwell
- Hedge Condition Subsequent: Within (i) sixty days of the Closing Date (or such longer period agreed to by the Administrative Agent in its sole discretion), the Borrower and the Guarantors shall hedge at least 65% of the projected oil and gas volumes attributable to proved, developed and producing reserves of the Borrower and the Guarantors as set forth in the most recent reserve report on a monthly basis for each of the first 12 months commencing with the first full calendar month following the Closing Date, and (ii) sixty days of the Closing Date (or such longer period agreed to by the Administrative Agent in its sole discretion), the Borrower and the Guarantors shall hedge at least 50% of the projected oil and gas volumes attributable to proved, developed and producing reserves of the

Borrower and the Guarantors as set forth in the most recent reserve report on a monthly basis for each of the months 13-24 after the first full calendar month following the Closing Date.

- **Hedge Minimums:** On a rolling basis and measured as of the date that a reserve report is due for each Scheduled Redetermination (such date, the “Reserve Report Date”), the Borrower and Guarantors shall hedge (i) at least 65% of the projected oil and gas volumes attributable to proved, developed and producing reserves of the Borrower and the Guarantors as set forth in the most recent reserve report on a monthly basis for each of the first 12 months beginning with the calendar month commencing on such Reserve Report Date and (ii) at least 50% of the projected oil and gas volumes attributable to proved, developed and producing reserves of the Borrower and the Guarantors as set forth in the most recent reserve report on a monthly basis for each of the months 13-24 beginning with the calendar month commencing on such Reserve Report Date.

Hedging and Counterparties: The Borrower and each Guarantor shall not (a) incur or maintain speculative hedges, (b) incur or maintain interest hedges in excess of 75% of the anticipated outstanding principal balance, or (c) incur or maintain commodity hedges on more than (i) for the first two years following the date of measurement, 85% of the anticipated production volumes of crude oil, natural gas and natural gas liquids (each measured separately) of the Borrower and its Restricted Subsidiaries as indicated from the latest reserve report provided to the Administrative Agent by the Borrower or in other projections of anticipated production acceptable to the Administrative Agent for each month during the period such Hedging Arrangement is in effect, and (ii) for the third through fifth years following the date of measurement, the greater of (x) 85% of anticipated production volumes attributable to proved, developed and producing reserves of the Borrower and its Restricted Subsidiaries, and (y) 65% of the anticipated production volumes attributable to total proved volumes of crude oil, natural gas and natural gas liquids (each measured separately) of the Borrower and its Restricted Subsidiaries as indicated from the latest reserve report provided to the Administrative Agent by the Borrower for each month during the period such Hedging Arrangement is in effect.

Hedging contracts may not have a tenor of more than 60 months from the execution date of the contract. Any hedge provider must be a Lender, an affiliate of a Lender, an Approved Counterparty, or other mutually agreeable unsecured counterparties. If the hedge provider is a Lender or an affiliate of a Lender, any hedge obligation shall be secured on a pari passu basis with the Facility. If the hedge provider is an Approved Counterparty (or any other mutually agreeable counterparty) any hedge obligations shall be unsecured and shall not be entitled to credit support.

“Approved Counterparty” means a counterparty to a Hedging Arrangement that at the time of entering into such Hedging Arrangement is a Person (other than a Lender or an Affiliate of a

Lender) having, at the time the Hedging Arrangement is made, credit ratings with respect to their senior unsecured long-term debt obligations of A- or better from S&P or A3 or better from Moody's (or such counterparty has a guarantor of its obligations under such Hedging Arrangement who is rated the same or better than such levels), or such other Person as may be approved by the Administrative Agent in its sole discretion.

Negative Covenants:

Negative covenants covering the Borrower and its Restricted Subsidiaries, in each case, subject to customary exceptions and qualifications, including, without limitation:

- Limitation on Liens
- Limitation on Debt:
 - General debt basket of \$[TBD] million, capital lease and purchase money basket of \$[TBD] million and certain other baskets to be agreed and consistent with the Existing Credit Agreement, but subject to modifications satisfactory to the Administrative Agent and the Lenders.
 - Debt basket for junior lien debt (the "Junior Lien Debt") subject to (i) such Junior Lien Debt shall be in an aggregate principal amount not to exceed the lesser of \$75 million and an amount that would cause the ratio of secured total net Debt (the Borrower may net up to \$50 million (in the aggregate) of its unrestricted cash and the unrestricted cash of its Restricted Subsidiaries against such secured Debt, provided that any cash raised shall be excluded from the cash netting calculation) to EBITDAX to exceed 2.00x (at incurrence of such Junior Lien Debt), (ii) a 25% dollar-for-dollar reduction in the Borrowing Base for any issuance or refinancing (only to the extent that the principal amount of the refinanced debt results in an increase in the principal amount thereof), (iii) pro forma compliance with the Financial Covenants; provided that such Junior Lien Debt shall not be permitted prior to the delivery of the compliance certificate provided with the financial statements for the year ending December 31, 2020, (iv) such debt shall not be secured by any lien other than liens that are junior to the liens that secure the Facility, (v) no principal amount of such debt matures earlier than 6 months after the maturity date of the Facility, (vi) no default or event of default is occurring or would result from such issuance, (vii) the agreement or indenture governing any such debt shall not have any restriction on (x) the ability of the Borrower or any of its Restricted Subsidiaries to guarantee the obligations under the Facility or to pledge assets as collateral for the obligations under

Summary of Terms and Conditions

- the Facility or (y) the ability of the Borrower or any Restricted Subsidiary to amend, modify, restate or otherwise supplement the Financing Documentation, (viii) such debt shall not have any amortization or other requirement to purchase, redeem, retire, defease or otherwise make any payment in respect thereof, other than at scheduled maturity thereof and mandatory prepayments which are customary and triggered upon change in control and sale of all or substantially all assets, and (ix) such Junior Lien Debt shall at all times be subject to the terms of an intercreditor agreement acceptable to the Administrative Agent and the Majority Lenders.
- Debt basket for unsecured debt (the “Unsecured Debt”) subject to (i) such debt shall be in an aggregate principal amount not to exceed \$400 million, (ii) a 25% dollar-for-dollar reduction in Borrowing Base for any issuance or any issuance or refinancing (only to the extent that the principal amount of the refinanced debt results in an increase in principal amount thereof), (iii) pro forma compliance with the Current Ratio, (iii) pro forma Leverage Ratio $\leq 2.50x$ (any cash raised shall be excluded from the cash netting calculation), (iv) such debt shall not be secured by any lien, (v) no principal amount of such debt matures earlier than 6 months after the maturity date of the Facility, (vi) no default or event of default is occurring or would result from such issuance, (vii) the agreement or indenture governing any such debt shall not have any restriction on (x) the ability of the Borrower or any of its Restricted Subsidiaries to guarantee the obligations under the Facility or to pledge assets as collateral for the obligations under the Facility or (y) the ability of the Borrower or any Restricted Subsidiary to amend, modify, restate or otherwise supplement the Financing Documentation, and (viii) such debt shall not have any amortization or other requirement to purchase, redeem, retire, defease or otherwise make any payment in respect thereof, other than at scheduled maturity thereof and mandatory prepayments which are customary and triggered upon change in control and sale of all or substantially all assets.
 - Limitation on Sales of Property (upon advance notice and so long as there is no Default, Event of Default, or Borrowing Base Deficiency that exists or would result therefrom, sales of Borrowing Base Properties shall be permitted subject to certain conditions, provided that if the aggregate fair market value of all Borrowing Base Properties sold, transferred or disposed, when combined with aggregate borrowing base value of hedge unwinds/restructuring, in each case, between any two

Summary of Terms and Conditions

consecutive Borrowing Base Scheduled Redeterminations, exceeds 5% of the Borrowing Base then in effect, the Borrowing Base in effect immediately prior to such sale shall be reduced by the Borrowing Base value of such Borrowing Base Properties and/or hedge unwinds or terminations, as determined by the Administrative Agent in its sole discretion).

- Restrictions on Distributions (other than (i) to declare and pay dividends solely in additional shares or units of a Loan Party's Equity Interests, (ii) to make payments pursuant to equity incentive plans, (iii) to effect the repurchase, redemption, acquisition, cancellation or other retirement of the Borrower's Equity Interests held by former or current directors, officers or employees, (iv) to make payments to the Borrower or any other Loan Party that is a Restricted Subsidiary of the Borrower, (v) from and after July 1, 2021 to and including December 31, 2021, dividends and distributions shall be permitted subject to (A) minimum pro forma availability under the Facility of at least 25% of the Borrowing Base then in effect, (B) pro forma Leverage Ratio < 1.50 (any cash raised shall be excluded from the cash netting calculation), (C) no Event of Default, and (D) in the event that pro forma Leverage Ratio is ≥ 1.00 (x) positive free cash flow over the LTM period leading up to such dividend or distribution and (y) no dividend or distribution may be made that would cause the aggregate amount of all dividends and distributions made during the 12 month period ending with the month during which such dividend or distribution is made to exceed 50% of positive free cash flow for the LTM period leading up to such dividend or distribution), and (vi) from and after January 1, 2022, dividends and distributions shall be permitted subject to (A) minimum pro forma availability under the Facility of at least 25% of the Borrowing Base then in effect, (B) pro forma Leverage Ratio is ≤ 2.00 (any cash raised shall be excluded from the cash netting calculation), (C) no Event of Default, and (D) in the event that pro forma Leverage Ratio is ≥ 1.50 (x) positive free cash flow over the LTM period leading up to such dividend or distribution and (y) no dividend or distribution may be made that would cause the aggregate amount of all dividends and distributions made during the 12 month period ending with the month during which such dividend or distribution is made to exceed 50% of positive free cash flow for the LTM period leading up to such dividend or distribution).
- Limitation on Investments, Acquisitions, provided that from and after the date that is 12 months after the Closing Date, investments in Unrestricted Subsidiaries and acquisitions shall be permitted subject to (i) minimum pro forma availability under the Facility of at least 25% of the Borrowing Base then in effect, (ii) pro forma Leverage Ratio < 2.00 (any cash raised shall be excluded from the cash netting calculation), (iii) no Event of Default, and (iv) in the event that pro forma Leverage Ratio is ≥ 1.50 (x) positive free cash flow over the LTM period leading up to such investment or acquisition and (y) no investment or acquisition may be made that would cause the aggregate amount

Summary of Terms and Conditions

of all investments and acquisitions made during the 12 month period ending with the month during which such investment or acquisition is made to exceed 50% of positive free cash flow for the LTM period leading up to such investment or acquisition.

○ General investment basket TBD.

- Use of Proceeds; Use of Letters of Credit
- Corporate Actions; Accounting Changes
- Affiliate Transactions
- ERISA Compliance
- Sale or Discount of Receivables
- Corporate Actions; Accounting Changes
- Hazardous Materials/Environmental Matters
- Subsidiaries
- Limitation on Leases
- Negative Pledge Agreements; Agreements Restricting Dividends
- Take-or-Pay or Other Prepayments
- Limitations under “Hedging and Counterparties” above
- Lines of business; no international operations
- Sale Leaseback Transactions
- Gas imbalances
- Restrictions on redemptions, repayments, and prepayments of debt, including restrictions on redemption, repayments, and prepayments of Unsecured Debt and of Junior Lien Debt; provided that from and after the date that is 12 months after the Closing Date, redemptions, repayments and prepayments of the Junior Lien Debt shall be permitted subject to (i) minimum pro forma availability under the Facility of at least 25% of the Borrowing Base then in effect, (ii) pro forma Leverage Ratio < 2.00 (any cash raised shall be excluded from the cash netting calculation), (iii) no Event of Default, and (iv) in the event that pro forma Leverage Ratio is ≥ 1.50 (x) positive free cash flow over the LTM period leading up to such redemption, repayment or prepayment and (y) no redemption, repayment or prepayment may be made that would cause the aggregate amount of all redemptions, repayments and prepayments made during the 12 month period ending with the month during which such redemption, repayment or prepayment is made to exceed 50% of positive free cash flow for the LTM period leading up to such redemption, repayment or prepayment.
- Marketing Activities
- Material Contracts
- Sanctions
- Deposit Accounts

Unrestricted Subsidiaries:

Subsidiaries formed or acquired after the Closing Date may be permitted to be designated as “unrestricted”, and such subsidiaries may be re-designated as “restricted”, subject to the consent and approval of the Majority Lenders.

Financial Covenants:

Financial covenants covering the Borrower and its Restricted Subsidiaries on a consolidated basis, including, without limitation:

- Minimum Current Ratio of 1.0 to 1.0. The Borrower and its consolidated Restricted Subsidiaries shall maintain a Current Ratio of at least 1.00 to 1.00 as of the end of each fiscal quarter of the Borrower commencing with the fiscal quarter ending March 31, 2021. “Current Ratio” means the ratio of (a) consolidated current assets (including the unused amount of the commitments under the Facility, but excluding non-cash assets under ASC 815) to (b) consolidated current liabilities (excluding (i) the current maturities under the Facility and non-cash obligations under ASC 815 and (ii) for the fiscal quarters ending on March 31, 2021 and June 30, 2021, all ad valorem, severance or tax liabilities).
- Total Net Debt to EBITDAX Ratio of 3.0 to 1.0. The Borrower and its Restricted Subsidiaries shall maintain, as of the end of each fiscal quarter, commencing with the fiscal quarter ending March 31, 2021 and continuing thereafter, a ratio of total Debt less unrestricted cash to the extent permitted under clause (a) below, in each case as of such fiscal quarter end, to EBITDAX (the “Leverage Ratio”) for the four-fiscal quarter period then ended of no more than 3.0 to 1.0; provided that (a) EBITDAX shall be annualized quarterly building to trailing 12 months and (b) the Borrower may net up to \$50 million (in the aggregate) of its unrestricted cash and the unrestricted cash of its Restricted Subsidiaries against Debt.

Amendments and Waivers:

Amendments and waivers of the provisions of the Financing Documentation will require the approval of the Majority Lenders, except that:

- (a) the consent of all Lenders directly adversely affected thereby will be required with respect to (i) increases in the commitment of such Lenders, (ii) reductions of principal, interest or fees, and (iii) extensions of scheduled maturities or times for payment;
- (b) the consent of all Lenders will be required with respect to (i) increases in the aggregate commitments, (ii) changes to minimum collateral percentages of total proved value of the Borrowing Base Properties, (iii) modifications to the voting percentages and pro rata provisions, (iv) releases of all or substantially all of the value of the Collateral or Guarantees (other than in connection with transactions permitted pursuant to the Financing Documentation), (v) any waiver of any initial condition precedent, and (vi) changes to the description of the obligations secured or the priority of payments after an event of default;
- (c) the consent of Required Tier I Lenders will be required with respect to decreases or maintenance of the Borrowing Base or any waiver of the 25% clawback described under “Limitation on Debt”; and

(d) the consent of all Tier I Lenders will be required with respect to increases of the Borrowing Base.

Events of Default:

Events of default, subject to customary exceptions and qualifications, to include, without limitation the following:

- Nonpayment of principal when due
- Nonpayment of interest, fees or other amounts after a three business day grace period
- Material inaccuracy of representations and warranties (without duplication of materiality qualifiers)
- Violation of covenants (subject, in the case of certain affirmative covenants, to a 30 calendar day grace period commencing upon knowledge or receipt of notice thereof)
- Cross-default
- Guaranties or security documents (including any intercreditor agreements, if applicable) cease to be in full force and effect
- Bankruptcy events
- Certain ERISA events
- Material judgments
- Financing Documentation or liens under the foregoing cease to be, or it is asserted that such Financing Documentation or lien under the foregoing cease to be, valid or enforceable
- Change in Control (the definition of which is to be agreed)
- Defaults under Junior Lien Debt documentation or Unsecured Debt documentation

Other

Usual and customary updates for changes in law or changes in market, including, without limitation, the following:

- Beneficial Ownership
- Bail-in Language
- Divisions
- LIBOR Replacement
- Lender ERISA Rep
- Updates to FCPA, OFAC, and Sanction provisions

Documentation Principles

The Financing Documentation will contain the terms and conditions set forth in the Existing Credit Agreement, with the modifications set forth herein and, to the extent not provided for herein, will give due regard and take into account (a) the operational and strategic requirements of the Borrower and its subsidiaries in light of their capitalization, size, business, industry and the Borrower's proposed business plan, (b) any changes in jurisdictions of organization for the Borrower and its Restricted Subsidiaries, (c) any operational changes and changes in size resulting from asset sales completed on or before the Closing Date, (d) updates in law and market practice and changes in the financial and credit markets (including internal requirements of the Administrative Agent or the Lenders to document any of the foregoing) and other changes, in each case deemed appropriate by the Administrative Agent and the Lenders, (e) administrative, agency and operational requirements of the

Summary of Terms and Conditions

Administrative Agent, (f) the Plan of Reorganization, and (g) any other modifications mutually agreed between the Borrower, the Administrative Agent and the Majority Lenders (collectively, the “Documentation Principles”).

Indemnification:

The Borrower will indemnify the Lead Arranger, the Administrative Agent (and any sub-agent thereof), each of the Lenders, the issuing lender and their respective affiliates, Approved Funds (as defined in the Existing Credit Agreement), partners, directors, officers, agents, employees, trustees, administrators, managers, representatives and advisors (collectively, the “Indemnitees”) and hold them harmless from and against all liabilities, damages, claims, costs, penalties and related expenses (including reasonable and documented fees, charges and disbursements of counsel) incurred by any Indemnitee or asserted against any Indemnitee arising out of or in connection with or as a result of the execution or delivery of the Financing Documentation or any document or agreement contemplated thereby, the performance by the parties of their respective obligations thereunder or the consummation of the transactions contemplated thereby, any loan or letter of credit or the use or proposed use of the proceeds therefrom, any actual or alleged presence or release of hazardous materials or any environmental claim or any actual or prospective claim or proceeding related to any of the foregoing; provided that such indemnity will not, as to any Indemnitee, be available to the extent resulting from (a) such Indemnitee’s own gross negligence or willful misconduct or (b) any disputes solely among Indemnitees and not arising out of or in connection with (i) an Indemnitee’s respective capacity or in fulfilling its role as an administrative agent, issuing lender or arranger or any similar role under the Facility or (ii) any act or omission of any of the Borrower, the Guarantors, or any of their respective affiliates or subsidiaries, in each case under the foregoing clauses (i) and (ii), as determined by a court of competent jurisdiction in a final non-appealable judgment. This indemnification shall survive and continue for the benefit of all such persons or entities.

Expenses:

The Borrower will reimburse the Lead Arranger and the Administrative Agent (and all Lenders in the case of enforcement costs and documentary taxes) for (a) all reasonable and documented out-of-pocket costs and expenses incurred in connection with the syndication, negotiation, execution, delivery and administration of the Financing Documentation and any amendment or waiver with respect thereto (including, without limitation, reasonable fees and expenses of counsel thereto) and (b) all out-of-pocket costs and expenses in connection with the enforcement of the Financing Documentation (including, without limitation, fees and expenses of counsel thereto).

Governing Law and Forum:

New York.

Waiver of Jury Trial and Punitive and Consequential Damages:

All parties to the Financing Documentation waive the right to trial by jury and the right to claim punitive or consequential damages.

Counsel for the Lead Arranger Bracewell LLP
and the Administrative Agent:

Counsel for the Borrower: Kirkland & Ellis LLP

SCHEDULE I**INTEREST AND FEES⁵****Interest:**

At the Borrower's option, loans will bear interest based on the Base Rate or LIBOR, as described below:

A. Base Rate Option

Interest will be at the Base Rate plus the applicable Interest Margin (as described below). The "Base Rate" is defined as the highest of (a) the Federal Funds Rate, as published by the Federal Reserve Bank of New York, plus 1/2 of 1%, (b) the prime commercial lending rate of the Administrative Agent, as established from time to time at its principal U.S. office (which such rate is an index or base rate and will not necessarily be its lowest or best rate charged to its customers or other banks) and (c) the daily LIBOR (as defined below) for a one month Interest Period (as defined below) plus 1%, plus, in each case, the applicable Interest Margin (as described below) provided that if Base Rate is less than 1.00%; such rate shall be deemed to be 1.00%. Interest shall be payable quarterly in arrears on the last day of each calendar quarter and (i) with respect to Base Rate Loans based on the Federal Funds Rate and LIBOR, shall be calculated on the basis of the actual number of days elapsed in a year of 360 days and (ii) with respect to Base Rate Loans based on the prime commercial lending rate of the Administrative Agent, shall be calculated on the basis of the actual number of days elapsed in a year of 365/366 days. Any loan bearing interest at the Base Rate is referred to herein as a "Base Rate Loan".

Base Rate Loans will be made on same day notice and will be in minimum amounts to be agreed upon.

B. LIBOR Option

Interest will be determined for periods ("Interest Periods") of one, two, three or six months as selected by the Borrower and will be at an annual rate equal to the London Interbank Offered Rate ("LIBOR") for the corresponding deposits of U.S. dollars plus the applicable Interest Margin (as described below); provided that if LIBOR is less than 1.00%; such rate shall be deemed to be 1.00%. LIBOR will be determined by the Administrative Agent at the start of each Interest Period and, other than in the case of LIBOR used in determining the Base Rate, will be fixed through such period. Interest will be paid on the last day of each Interest Period or, in the case of Interest Periods longer than three months, quarterly, and will

⁵ All other fees not listed herein, including an upfront fee, will be agreed upon and documented in a separate fee letter.

be calculated on the basis of the actual number of days elapsed in a year of 360 days. LIBOR will be adjusted for maximum statutory reserve requirements (if any). Any loan bearing interest at LIBOR (other than a Base Rate Loan for which interest is determined by reference to LIBOR) is referred to herein as a "LIBOR Rate Loan".

LIBOR Rate Loans will be made on three business days' prior notice and, in each case, will be in minimum amounts to be agreed upon.

The Financing Documentation shall contain usual and customary LIBOR replacement language, consistent with the Existing Credit Agreement.

Default Interest: (a) Upon the occurrence and during the continuance of a payment or bankruptcy Event of Default, or (b) at the request of the Majority Lenders, upon the occurrence and during the continuance of any other Event of Default, all amounts outstanding under the Financing Documentation shall bear interest at two percent (2%) above the highest rate under the Pricing Grid (whether Base Rate or LIBOR Rate combined with the applicable Interest Margin).

Interest Margins: The Interest Margin with respect to the Facility will be determined in accordance with the applicable Pricing Grid set forth below.

Commitment Fee: A commitment fee (the "Commitment Fee") will accrue on the average daily amount of the unused amounts of the commitments under the Facility for such period. A Lender that is, and for so long as it is, a Defaulting Lender, shall not be entitled to receive a Commitment Fee in respect of its commitment under the Facility and the amount of such Defaulting Lender's commitment under the Facility will be deducted from in the aggregate commitments under the Facility for purposes of calculating the Commitment Fee payable at any time by the Borrower. The Commitment Fee will be determined in accordance with the Pricing Grid set forth below. All accrued Commitment Fees will be fully earned and due and payable quarterly in arrears (calculated on a 360-day basis) for the account of the Lenders under the Facility and will accrue from the Closing Date.

Letter of Credit Fees: The Borrower will pay to the Administrative Agent, for the account of the Lenders under the Facility, letter of credit participation fees equal to the Interest Margin for LIBOR Rate Loans under the Facility, in each case, on the average daily amount of the undrawn amount of all outstanding letters of credit.

A per annum fronting fee of 12.5 basis points will also be paid to the Administrative Agent upon the issuance of a letter of credit. The fronting fee shall be no less than \$500.

Borrowing Base Increase To be agreed to by the Borrower and the Administrative Agent at the

Fee: time of each Borrowing Base redetermination.

Pricing Grid: The applicable Interest Margins and the Commitment Fee with respect to the Facility shall be based on the Borrowing Base utilization percentage then in effect pursuant to the following grid:

Utilization Level*	Base Rate Loans	Eurodollar Loans	Commitment Fee Rate
Level I	2.00%	3.00%	0.500%
Level II	2.25%	3.25%	0.500%
Level III	2.50%	3.50%	0.500%
Level IV	2.75%	3.75%	0.500%
Level V	3.00%	4.00%	0.500%

* Utilization Levels are described below and are determined in accordance with the definition of "Utilization Level".

1. **Level I:** If the Utilization Level is less than 25%.
2. **Level II:** If the Utilization Level is greater than or equal to 25% but less than 50%.
3. **Level III:** If the Utilization Level is greater than or equal to 50% but less than 75%.
4. **Level IV:** If the Utilization Level is greater than or equal to 75% but less than 90%.
5. **Level V:** If the Utilization Level is greater than or equal to 90%.

Exhibit C

Schedule of Retained Causes of Action

Pursuant to the Plan, on the Effective Date, the Retained Causes of Action shall vest in the Reorganized Debtors. The Retained Causes of Action include among other things, all of the Debtors' claims (as defined in section 105(5) of the Bankruptcy Code) and Causes of Action (including defenses, counter-claims, and other rights), in each case, relating to the following:

- any and all audits involving any of the Debtors;
- any and all Causes of Action brought by, or that might later be brought by, any local, state, federal, or foreign "governmental unit" (as defined in section 101(27) of the Bankruptcy Code) related to any of the Debtors;
- any and all settlement agreements (or similar documents) involving any of the Debtors;
- any and all Causes of Action relating to any Assumed Executory Contract or Unexpired Lease; and
- those litigations to which any of the Debtors is a party, as set forth in the table on the following page.

Extraction Oil & Gas, Inc. et al
Retained Causes of Action

Debtor	Case Title	Case Number	Court or Agency	Nature of Case
8 North, LLC	Board of County Commissioners of Boulder County vs. 8 North, LLC; Extraction Oil & Gas, Inc.	2019-CA-1896	COLORADO COURT OF APPEALS	Alleged breach of Contract
8 North, LLC	Board of County Commissioners of Boulder County; City of Lafayette vs. Colorado Oil and Gas Conservation Commission; 8 North, LLC	2019-CA-1880	COLORADO COURT OF APPEALS	Challenge to COGCC spacing units
Extraction Oil & Gas, Inc.	Board of County Commissioners of Boulder County vs. 8 North, LLC; Extraction Oil & Gas, Inc.	2019-CA-1896	COLORADO COURT OF APPEALS	Alleged breach of Contract
Extraction Oil & Gas, Inc.	Extraction Oil & Gas, Inc. v. WildEarth Guardians and Residents Rights	2019-CA-1941	COLORADO COURT OF APPEALS	Suit seeking attorney fees
Extraction Oil & Gas, Inc.	Larson Front Range Farms, LLC; Ivar W. Larson; and Donna M. Larson vs. Colorado Oil and Gas Conservation Commission; Extraction Oil & Gas, Inc.	2019-CA-2293	COLORADO COURT OF APPEALS	Challenge to COGCC pooling orders
Extraction Oil & Gas, Inc.	Neighbors Affected by Triple Creek vs. Colorado Oil and Gas Conservation Commission; Colorado Oil and Gas Association; Extraction Oil & Gas, Inc.	2018-CA-116	COLORADO COURT OF APPEALS	Challenge to COGCC Permits
Extraction Oil & Gas, Inc.	WildEarth Guardians; Residents Rights vs. Extraction Oil & Gas, Inc.; Broomfield City Manager Charles Ozaki	2019-CA-1182	COLORADO COURT OF APPEALS	Challenge to Local Permits
Extraction Oil & Gas, Inc.	Wildgrass Oil and Gas Committee vs. Colorado Oil and Gas Conservation Commission; Extraction Oil & Gas, Inc.	2019-CA-001212	COLORADO COURT OF APPEALS	Challenge to COGCC permitting
Extraction Oil & Gas, Inc.	C&M Resources, LLC; Winter Oil, LLC, et al. vs. Extraction Oil & Gas, Inc.	2019-CV-34705	DISTRICT COURT, CITY AND COUNTY OF DENVER, CO	Royalty Owner Class Action Litigation
Extraction Oil & Gas, Inc.	Extraction Oil and Gas, Inc. vs. Blueprint Energy Partners LLC	2019-CV-33169	DISTRICT COURT, CITY AND COUNTY OF DENVER, CO	Alleged breach of Contract
Extraction Oil & Gas, Inc.	Larson Front Range Farms, LLC; L. & L., Inc; Ivar W. Larson; and Donna M. Larson vs. Colorado Oil and Gas Conservation Commission; Extraction Oil & Gas, Inc.	2019-CV-31306	DISTRICT COURT, CITY AND COUNTY OF DENVER, CO	Challenge to COGCC Permits
Extraction Oil & Gas, Inc.	Great Northern Properties LLLP vs. Cookery International Inc. et al.	2019-CV-30091	DISTRICT COURT, WELD COUNTY, STATE OF COLORADO	Dispute over ownership of mineral interests
Extraction Oil & Gas, Inc.	Stephanie Nilsen and Janis Butterfield vs. Extraction Oil & Gas, Inc. and XTR Midstream, LLC	2019-CV-000069	DISTRICT COURT, WELD COUNTY, STATE OF COLORADO	Alleged damage to Property
Extraction Oil & Gas, Inc.	Union Pacific Railroad Company vs. Extraction Oil & Gas, Inc.	2019-CV-30489	DISTRICT COURT, WELD COUNTY, STATE OF COLORADO	Declaratory Judgment
Extraction Oil & Gas, Inc.	Midwest Trust Company, et al. vs. Extraction Oil & Gas, Inc.	JAG No. 2018-0919A	JUDICIAL ARBITER GROUP, INC.	Royalty Owner Class Action Arbitration Demand
Extraction Oil & Gas, Inc.	City and County of Broomfield vs. Extraction Oil & Gas, Inc.	2020-CV-30381; 2020-CV-30382; 2020-CV-30383; 2020-CV-30384; 2020-CV-30385; 2020-CV-30386	DISTRICT COURT, ADAMS COUNTY, CO	Alleged Noise Violation
Extraction Oil & Gas, Inc.	City and County of Broomfield vs. Extraction Oil & Gas, Inc.	2020-CV-30387	DISTRICT COURT, CITY AND COUNTY OF BROOMFIELD, CO	Appeal of Request for Variance
Extraction Oil & Gas, Inc.	City and County of Broomfield vs. Extraction Oil & Gas, Inc.	20M800187; 20M800188	MUNICIPAL COURT, CITY AND COUNTY OF BROOMFIELD, CO	Alleged Noise Violation
Extraction Oil & Gas, Inc.	Extraction Oil & Gas, Inc. vs. City and County of Broomfield	20-CV-02779	UNITED STATES DISTRICT COURT, DISTRICT OF COLORADO	Breach of Operator Agreement
Extraction Oil & Gas, Inc.	Extraction Oil and Gas, Inc. vs. Colter Energy Services USA, Inc.	20-CV-336	U.S. DISTRICT COURT FOR THE DISTRICT OF COLORADO	Breach of Contract
Extraction Oil & Gas, Inc.	WildEarth Guardians vs. Extraction Oil & Gas, Inc., et al.	19-CV-1286	U.S. DISTRICT COURT FOR THE DISTRICT OF COLORADO	Declaratory & Injunctive Relief
Extraction Oil & Gas, Inc.	Wildgrass Oil and Gas Committee; Jason Sellers; Laura Sellers; Nina Ward; Justin Ward v. Colorado Oil and Gas Conservation Commission; Extraction Oil & Gas, Inc.; Boulder County	19-CV-33888	U.S. DISTRICT COURT FOR THE DISTRICT OF COLORADO	Challenge to COGCC permitting
Extraction Oil & Gas, Inc.	N/A	N/A	WELD COUNTY, CO	2014-2015 Property Tax Audit
XTR Midstream, LLC	Stephanie Nilsen and Janis Butterfield vs. Extraction Oil & Gas, Inc. and XTR Midstream, LLC	2019-CV-000069	DISTRICT COURT, WELD COUNTY, STATE OF COLORADO	Alleged damage to Property
Axis Exploration, LLC	Avelon NP, LLC v. Hilltop at DIA, LLC; Axis Exploration, LLC, as intervenor	2020-CV-030295	DISTRICT COURT, ADAMS COUNTY, CO	Foreclosure proceeding affecting validity of oil and gas lease
Extraction Oil & Gas, Inc.	The City of Thronton v. GBP, LLC; Extraction Oil & Gas, Inc.; The Water Supply and Storage Company; Guaranty Bank and Trust Company a/k/a Independent Bank; Poudre Valley Rural Electric Association, Inc.; Board of County Commissioners of Weld County; Susie Velasquez; John R. Lefebvre, Jr.	2020-CV-30240	DISTRICT COURT, WELD COUNTY, STATE OF COLORADO	Condemnation Proceeding
Extraction Oil & Gas, Inc.	The City of Thronton v. Dyecrest Dairy Limited Liability Company; North Weld County Water District; Extraction Oil & Gas, Inc.; John R. Lefebvre, Jr.	2020-CV-30241	DISTRICT COURT, WELD COUNTY, STATE OF COLORADO	Condemnation Proceeding
Extraction Oil & Gas, Inc.	Extraction Oil & Gas, Inc. v. REP Processing, LLC	Adv. Pro. No 20-50813	UNITED STATES BANKRUPTCY COURT, DISTRICT OF DELAWARE	Complaint for Declaratory Judgment
Extraction Oil & Gas, Inc.	Extraction Oil & Gas, Inc. v. Grand Mesa Pipeline, LLC	Adv. Pro. No 20-50816	UNITED STATES BANKRUPTCY COURT, DISTRICT OF DELAWARE	Complaint for Declaratory Judgment
Extraction Oil & Gas, Inc.	Extraction Oil & Gas, Inc. v. Platte River Midstream, LLC and DJ South Gathering, LLC	Adv. Pro. No 20-50833	UNITED STATES BANKRUPTCY COURT, DISTRICT OF DELAWARE	Complaint for Declaratory Judgment
Extraction Oil & Gas, Inc.	Extraction Oil & Gas, Inc. v. Elevation Midstream, LLC	Adv. Pro. No 20-50839	UNITED STATES BANKRUPTCY COURT, DISTRICT OF DELAWARE	Complaint for Declaratory Judgment
Extraction Oil & Gas, Inc.	Extraction Oil & Gas, Inc. v. Rocky Mountain Midstream, LLC	Adv. Pro. No 20-50840	UNITED STATES BANKRUPTCY COURT, DISTRICT OF DELAWARE	Complaint for Declaratory Judgment
Extraction Oil & Gas, Inc.	Annette Leazer, Gordon D. and Joy Dean Niswender, H.L. Willett Estate, Saglio Energy LLC, Overland Oil & Gas Advisory LLC, Overland Minerals and Royalties LLC, Overland Energy Partners Fund I LLC, Overland Energy Partners Fund II LLC, J A Investments, Brighton South, LLC, Atomic Capital Minerals, LLC, ACM Fund II LLC, Timnath Lands LLC, Rawah Resources LLC, Thunder Ridge Resources LLC, TRG Oil and Gas, J Moody, Val Moody, and Alaskan Oil and Resources, LLC v. Extraction Oil & Gas, Inc.	Adv. Pro. No 20-50963	UNITED STATES BANKRUPTCY COURT, DISTRICT OF DELAWARE	Claims Related to Royalties
Extraction Oil & Gas, Inc.	Grand Mesa Pipeline, LLC v. Extraction Oil & Gas, Inc.	20-CV-01411	U.S. DISTRICT COURT FOR THE DISTRICT OF DELAWARE	Appeal of Rejection Ruling
Extraction Oil & Gas, Inc.	Federal Energy Regulatory Commission v. Extraction Oil & Gas, Inc.	20-CV-01412	U.S. DISTRICT COURT FOR THE DISTRICT OF DELAWARE	Appeal of Bankruptcy Court Ruling
Extraction Oil & Gas, Inc.	Federal Energy Regulatory Commission v. Extraction Oil & Gas, Inc.	20-CV-01506	U.S. DISTRICT COURT FOR THE DISTRICT OF DELAWARE	Appeal of Bankruptcy Court Ruling
Extraction Oil & Gas, Inc.	Grand Mesa Pipeline, LLC v. Extraction Oil & Gas, Inc.	20-CV-01521	U.S. DISTRICT COURT FOR THE DISTRICT OF DELAWARE	Appeal of Bankruptcy Court Ruling
Extraction Oil & Gas, Inc.	Platte River Midstream, LLC and DJ South Gathering, LLC v. Extraction Oil & Gas, Inc.	20-CV-01532	U.S. DISTRICT COURT FOR THE DISTRICT OF DELAWARE	Appeal of Bankruptcy Court Ruling
Extraction Oil & Gas, Inc.	Federal Energy Regulatory Commission v. Extraction Oil & Gas, Inc.	20-CV-01564	U.S. DISTRICT COURT FOR THE DISTRICT OF DELAWARE	Appeal of Bankruptcy Court Ruling
Extraction Oil & Gas, Inc.	Notice of Alleged Violations of the Rules and Regulations of the Colorado Oil and Gas Conservation Commission by Extraction Oil and Gas, Inc.	NOAV #402537379	COLORADO OIL AND GAS CONSERVATION COMMISSION (COGCC)	Alleged violation of COGCC rules
Extraction Oil & Gas, Inc.	Notice of Alleged Violations of the Rules and Regulations of the Colorado Oil and Gas Conservation Commission by Extraction Oil and Gas, Inc.	NOAV #401781569	COLORADO OIL AND GAS CONSERVATION COMMISSION (COGCC)	Alleged violation of COGCC rules
Extraction Oil & Gas, Inc.	Notice of Alleged Violations of the Rules and Regulations of the Colorado Oil and Gas Conservation Commission by Extraction Oil and Gas, Inc.	NOAV #401985101	COLORADO OIL AND GAS CONSERVATION COMMISSION (COGCC)	Alleged violation of COGCC rules
Extraction Oil & Gas, Inc.	Notice of Alleged Violations of the Rules and Regulations of the Colorado Oil and Gas Conservation Commission by Extraction Oil and Gas, Inc.	NOAV #401994140	COLORADO OIL AND GAS CONSERVATION COMMISSION (COGCC)	Alleged violation of COGCC rules
Extraction Oil & Gas, Inc.	Notice of Alleged Violations of the Rules and Regulations of the Colorado Oil and Gas Conservation Commission by Extraction Oil and Gas, Inc.	NOAV #402161081	COLORADO OIL AND GAS CONSERVATION COMMISSION (COGCC)	Alleged violation of COGCC rules
Extraction Oil & Gas, Inc.	Notice of Alleged Violations of the Rules and Regulations of the Colorado Oil and Gas Conservation Commission by Extraction Oil and Gas, Inc.	NOAV #402402500	COLORADO OIL AND GAS CONSERVATION COMMISSION (COGCC)	Alleged violation of COGCC rules
Extraction Oil & Gas, Inc.	Notice of Alleged Violations of the Rules and Regulations of the Colorado Oil and Gas Conservation Commission by Extraction Oil and Gas, Inc.	NOAV #402418513	COLORADO OIL AND GAS CONSERVATION COMMISSION (COGCC)	Alleged violation of COGCC rules
8 North, LLC	Notice of Alleged Violations of the Rules and Regulations of the Colorado Oil and Gas Conservation Commission by 8 North, LLC	NOAV #401785055	COLORADO OIL AND GAS CONSERVATION COMMISSION (COGCC)	Alleged violation of COGCC rules
8 North, LLC	Notice of Alleged Violations of the Rules and Regulations of the Colorado Oil and Gas Conservation Commission by 8 North, LLC	NOAV #402418534	COLORADO OIL AND GAS CONSERVATION COMMISSION (COGCC)	Alleged violation of COGCC rules
8 North, LLC	Notice of Alleged Violations of the Rules and Regulations of the Colorado Oil and Gas Conservation Commission by 8 North, LLC	NOAV #402429508	COLORADO OIL AND GAS CONSERVATION COMMISSION (COGCC)	Alleged violation of COGCC rules

Exhibit D

Members of the New Board

Pursuant to section 1129(a)(5) of the Bankruptcy Code, the members of the New Board will be identified at or prior to the Confirmation Hearing. The constitution and size of the New Board shall be determined by the Required Consenting Senior Noteholders; *provided* that the New Board shall include the Chief Executive Officer of Reorganized XOG.

In accordance with Article IV.E of the Plan and section 1129(a)(5) of the Bankruptcy Code, to the extent known, the Debtors will disclose at or before the Confirmation Hearing the identities and affiliations of the remaining proposed members of the New Board. To the extent any director is an “insider” under the Bankruptcy Code, the nature of any compensation to be paid to such director will also be disclosed. Each director and officer of the Reorganized Debtors shall serve from and after the Effective Date pursuant to the terms of the applicable New Organizational Documents and other constituent documents. The New Board members will be disclosed in an amended plan supplement.

Exhibit E

Schedule of Assumed Executory Contracts and Unexpired Leases

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1	Extraction Oil & Gas, Inc.	1415 N. 25TH AVE., GREELEY, LLC 1045 LINCOLN STREET, SUITE 102 DENVER, CO 80203	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
2	Extraction Oil & Gas, Inc.	1888 INDUSTRIAL SERVICES LLC PO BOX 1220 AULT, CO 80610-1220	Master Services Agreement, Dated: 11/30/2017	-
3	Extraction Oil & Gas, Inc.	23, LTD DBA BRADSBY GROUP ATTN: JENNY MARTIN, PRINCIPAL ACCOUNT EXECUTIVE 1700 BROADWAY, SUITE 1500 DENVER, CO 80290	Agreement for Agency Referrals, Dated: 08/13/2019	-
4	XOG Services, LLC	24HOURFLEX ATTN: NATHAN CARLSON, PRESIDENT AND CEO 7100 E. BELLEVIEW, STE 300 GREENWOOD VILLAGE, CO 80111	COBRA Administrative Service Agreement	-
5	XOG Services, LLC	24HOURFLEX RPS PLAN ADMINSTRATORS PO BOX 561552 DENVER, CO 80256-1552	Adoption Agreement - Cafeteria Plan	-
6	Extraction Oil & Gas, Inc.	3 CORNERS OILFIELD SERVICES LLC 100 FRONT STREET PLATTEVILLE, CO 80651	Master Services Agreement, Dated: 08/21/2018	-
7	Extraction Oil & Gas, Inc.	323 SERVICE COMPANY INC PO BOX 295 KEENESBURG, CO 80643	Master Services Agreement, Dated: 09/15/2017	-
8	Extraction Oil & Gas, Inc.	361 SERVICES INCORPORATED ATTN: SUZANNE MORRISSETTE 1401 17TH STREET, SUITE 600 DENVER, CO 80202	Agreement for Agency Referrals, Dated: 05/18/2017	-
9	Extraction Oil & Gas, Inc.	3ES INNOVATION INC. SUITE 400, 227 - 11TH AVE. S.W. CALGARY, AB T2R 1R9	Master Project Services Agreement	67,951.60
10	Extraction Oil & Gas, Inc.	3ES INNOVATION INC. SUITE 400, 227 - 11TH AVE. S.W. CALGARY, AB T2R 1R9	Proposal Agreement - Asset Development Implementation, Dated: 01/18/2017	-
11	Extraction Oil & Gas, Inc.	3ES INNOVATION INC. SUITE 400, 227 - 11TH AVE. S.W. CALGARY, AB T2R 1R9	Proposal Agreement - Statement of Work for Asset Development Implementation, Dated: 01/18/2017	-
12	Extraction Oil & Gas, Inc.	3ES INNOVATION INC. SUITE 400, 227 - 11TH AVE. S.W. CALGARY, AB T2R 1R9	Software Subscription Agreement - Schedule A, Dated: 06/01/2017	-
13	Extraction Oil & Gas, Inc.	3ES INNOVATION INC. DBA AUCERNA SUITE 800, 250 - 2ND STREET S.W. CALGARY, AB T2P 0C1	Master Software License Agreement - Schedule A - Licensed Software regarding Enersight by Aucerna, Dated: 03/01/2020	-
14	Extraction Oil & Gas, Inc.	3ES INNOVATION INC. DBA AUCERNA SUITE 800, 250 - 2ND STREET S.W. CALGARY, AB T2P 0C1	Master Software License Agreement - Schedule A - Licensed Software regarding Generwell by Aucerna, Dated: 04/04/2020	-
15	Extraction Oil & Gas, Inc.	3ESI ENERSIGHT 227 11TH AVE SW STE 400 CALGARY, AB T2R 1R9	Asset Development Implementation Proposal, Dated: 01/18/2017	-
16	Extraction Oil & Gas, Inc.	5280 ENERGY SOLUTIONS 2013 1ST AVE SUIT F GREELEY, CO 80631	Master Services Agreement, Dated: 07/11/2017	130,007.66
17	Extraction Oil & Gas, Inc.	5280 S SERVICES, LLC 18494 WCR 39 LA SALLE, CO 80645	Master Services Agreement, Dated: 12/31/2016	-
18	Extraction Oil & Gas, Inc.	609 CONSULTING, LLC 1095 SABERTON AVENUE SHERIDAN, WY 82801	Master Services Agreement, Dated: 07/07/2017	-
19	Extraction Oil & Gas, Inc.	6G WELLHEAD LLC PO BOX 608 BENTON, LA 71006	Master Services Agreement, Dated: 07/26/2016	-
20	Extraction Oil & Gas, Inc.	7N, LLC 370 17TH STREET SUITE 5300 DENVER, CO 80202	Assignment of Purchase Agreement and Sale Agreement with Escrow Instructions, Dated: 05/30/2019	-
21	Extraction Oil & Gas, Inc.	8 NORTH, LLC 370 SEVENTEENTH STREET, SUITE 5300 DENVER, CO 80202	Confirmation Letter regarding Extraction Disclaimer of Four 8 North Wells, Dated: 12/15/2015	-
22	Axis Exploration, LLC	8 NORTH, LLC 370 17TH STREET SUITE 5300 DENVER, CO 80202	Ratification Agreement, Dated: 07/03/2018	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
23	Extraction Oil & Gas, Inc.	8 NORTH, LLC 370 17TH STREET SUITE 5300 DENVER, CO 80202	Ratification Agreement, Dated: 07/03/2018	-
24	Extraction Oil & Gas, Inc.	8 NORTH, LLC 370 SEVENTEENTH STREET, SUITE 5300 DENVER, CO 80202	Wellbore Farmout Agreement	-
25	Extraction Oil & Gas, Inc.	A2D TECHNOLOGIES INC. D/B/A TGS GEOLOGICAL PRODUCTS AND SERVICES 785 GREENS PKWY, STE 100 HOUSTON, TX 77067	Master License Agreement For Geological Data, Dated: 09/29/2017	197.15
26	Extraction Oil & Gas, Inc.	ABRAXAS PETROLEUM CORPORATION ATTN: MR. GEOFFREY R. KING 18803 MEISNER DRIVE SAN ANTONIO, TX 78258	Guaranty to the Purchase and Sale Agreement, Dated: 10/1/2016	-
27	8 North, LLC	ABRAXAS PETROLEUM CORPORATION ATTN: MR. GEOFFREY R. KING 18803 MEISNER DRIVE SAN ANTONIO, TX 78258	Purchase and Sale Agreement	-
28	8 North, LLC	ABRAXAS PETROLEUM CORPORATION ATTN: MR. GEOFFREY R. KING 18803 MEISNER DRIVE SAN ANTONIO, TX 78258	Purchase and Sale Agreement, Dated: 10/1/2016	-
29	Extraction Oil & Gas, Inc.	ABSOLUTE NOISE CONTROL L.L.C. 3208 FM 920 WEATHERFORD, TX 76088	Master Services Agreement, Dated: 06/06/2016	-
30	Extraction Oil & Gas, Inc.	ACCESS ATTN: TODD SEAMAN, GENERAL MANAGER 10445 E. 49TH AVE. DENVER, CO 80238	Master Agreement - Records Storage and Management Services	-
31	Extraction Oil & Gas, Inc.	ACE AMERICAN INS. CO 525 WEST MONROE STREET SUITE 700 CHICAGO, IL 60661	Insurance Policy No. DOXG25602651004 - Excess A-Side Director & Officer	-
32	Extraction Oil & Gas, Inc.	ACKARD NORTH, LLC ATTN: PEGGY ACKARD 11503 ROYAL SILVER DRIVE HOUSTON, TX 77082	Surface Damage and Release Agreement - Second Amendment and Ratification	-
33	Extraction Oil & Gas, Inc.	ACKLAM, INC. 133 S 27TH AVE BRIGHTON, CO 80601	Master Services Agreement, Dated: 11/01/2016	-
34	XOG Services, LLC	ACM, LLP ATTN: MELISSA K. HOOLEY 303 EAST 17TH AVENUE, SUITE 600 DENVER, CO 80203	Services Agreement - Retirement Plan Audit, Dated: 03/26/2019	-
35	Extraction Oil & Gas, Inc.	ACME OILFIELD SERVICES, LLC PO BOX 200119 EVANS, CO 80620	Master Services Agreement, Dated: 05/07/2018	-
36	Extraction Oil & Gas, Inc.	ACME TRUCK LINE INC. P.O. BOX 183 HARVEY, LA 70059	Master Services Agreement, Dated: 07/29/2016	-
37	Extraction Oil & Gas, Inc.	ADAMS COUNTY ATTN: ADAMS COUNTY ATTORNEY, PLANNING AND DEVELOPMENT DEPARTMENT AND TRANSPORTATION DEPARTMENT 4430 S. ADAMS COUNTY PARKWAY BRIGHTON, CO 80601	Memorandum of Understanding, Dated: 07/10/2015	-
38	Extraction Oil & Gas, Inc.	ADAMS COUNTY, COLORADO 4430 S. ADAMS COUNTY PARKWAY BRIGHTON, CO 80601	Bond (License or Permit - Continuous) regarding Right of Way - For Street Cut Excavations, Bond No. K09506251	-
39	Axis Exploration, LLC	ADAMS COUNTY, COLORADO 4430 S. ADAMS COUNTY PARKWAY BRIGHTON, CO 80601	Memorandum of Understanding - First Amendment, Dated: 11/30/2018	-
40	Extraction Oil & Gas, Inc.	ADAMS COUNTY, COLORADO 4430 S. ADAMS COUNTY PARKWAY BRIGHTON, CO 80601	Memorandum of Understanding - First Amendment, Dated: 11/30/2018	-
41	Extraction Oil & Gas, Inc.	ADAMS COUNTY, COLORADO 4430 S. ADAMS COUNTY PARKWAY BRIGHTON, CO 80601	Memorandum of Understanding, Dated: 07/10/2015	-
42	Extraction Oil & Gas, Inc.	ADVANCED OILFIELD SERVICE/RAPTOR INDUSTRIES 804 GRAND AVENUE PLATTEVILLE, CO 80651	Master Services Agreement, Dated: 10/11/2016	70,233.77

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
43	Extraction Oil & Gas, Inc.	ADVANCED TECHNOLOGIES INDUSTRIAL INSULATION, INC. (ATI) 3185 HALL AVE. GRAND JUNCTION, CO 81504	Master Services Agreement, Dated: 02/26/2018	-
44	Extraction Oil & Gas, Inc.	AFFIRM OILFIELD SERVICES LLC 3575 LONE STAR CIRCLE SUITE 430 FT WORTH, TX 76177	Master Services Agreement, Dated: 02/12/2018	-
45	Extraction Oil & Gas, Inc.	AGGIE ENVIRONMENTAL SERVICES, INC. 1787 GORE CREEK COURT. WINDSOR, CO 80550	Master Services Agreement	-
46	Extraction Oil & Gas, Inc.	AGGREKO LLC NORTH AMERICA 4607 W. ADMIRAL DOYLE DR. NEW IBERIA, LA 70560	Master Services Agreement, Dated: 03/08/2017	13,867.33
47	Extraction Oil & Gas, Inc.	AHLSTROM, RYAN ADDRESS ON FILE	Restricted Stock Units, Dated: 09/09/2019	-
48	Extraction Oil & Gas, Inc.	AIR HYGIENE INTERNATIONAL, INC. 1600 W. TACOMA STREET BROKEN ARROW, OK 74012	Master Services Agreement, Dated: 04/09/2018	-
49	Extraction Oil & Gas, Inc.	AJAY INC. 5847 SAN FELIPE ST., SUITE 4650 HOUSTON, TX 77057	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Hopper State 9N-34SLHZ Well, Dated: 10/01/2016	-
50	Extraction Oil & Gas, Inc.	AJAY INC. 5847 SAN FELIPE ST., SUITE 4650 HOUSTON, TX 77057	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Hopper State 24N-34SLHZ, Dated: 12/01/2016	-
51	Extraction Oil & Gas, Inc.	AJAY INC. 5847 SAN FELIPE ST., SUITE 4650 HOUSTON, TX 77057	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Hopper State 4ON-34SLHZ, Dated: 12/01/2016	-
52	Extraction Oil & Gas, Inc.	ALFREDO NAVA AND CARMELA NAVA ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
53	Extraction Oil & Gas, Inc.	ALL AMERICAN SERVICES LLC P.O. BOX 200662 EVANS, CO 80620	Master Services Agreement, Dated: 06/08/2018	199,894.50
54	Extraction Oil & Gas, Inc.	ALLIANCE SOURCE TESTING LLC 255 GRANT ST. STE. 600 DECATUR, AL 35601	Master Services Agreement	40,282.75
55	Extraction Oil & Gas, Inc.	ALLIED FIELD SERVICES LLC 35735 COUNTY ROAD 59 GILL, CO 80624	Master Services Agreement, Dated: 11/01/2019	-
56	Extraction Oil & Gas, Inc.	ALLIED WORLD INSURANCE CO 550 SOUTH HOPE STREET SUITE 1825 LOS ANGELES, CA 90071	Insurance Policy No. 0310-3786 - A-Side Director & Officer	-
57	Extraction Oil & Gas, Inc.	ALLSTREAM BUSINESS US LLC PO BOX 734521 CHICAGO, IL 60673-4521	Addendum to Service Order regarding VPLS Services, Dated: 03/29/2019	3,880.08
58	Extraction Oil & Gas, Inc.	ALLSTREAM BUSINESS US LLC PO BOX 734521 CHICAGO, IL 60673-4521	Services Agreement - 5 Path Interconnection Fee, Dated: 01/07/2020	-
59	Extraction Oil & Gas, Inc.	ALLY CONSULTING LLC 445 UNION BOULEVARD SUITE 208 LAKEWOOD, CO 80228	Master Services Agreement	133,656.32
60	Extraction Oil & Gas, Inc.	AMERICAN GEOPHYSICAL CORPORATION 5271 SOUTH QUEBEC STREET ENGLEWOOD, CO 80111	Non-Exclusive Seismic Data Use License Agreement - Apache Peak 3D Survey (Partial Survey), Adams and Weld Counties, AGC-18-046 DID#2178, Dated: 08/08/2018	-
61	Extraction Oil & Gas, Inc.	AMERICAN GEOPHYSICAL CORPORATION 5271 SOUTH QUEBEC STREET ENGLEWOOD, CO 80111	Non-Exclusive Seismic Data Use License Agreement - Gryphon 3D Survey (Partial Survey), Adams and Arapahoe Counties, AGC-18-047 DID#2199, Dated: 08/08/2018	-
62	Extraction Oil & Gas, Inc.	AMERICAN GEOPHYSICAL CORPORATION 5271 SOUTH QUEBEC STREET ENGLEWOOD, CO 80111	Non-Exclusive Seismic Data Use License Agreement - Longs Peak 3D Survey (Partial Survey), AGC-17-025 DID #1938, Dated: 06/01/2017	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
63	Extraction Oil & Gas, Inc.	AMERICAN GEOPHYSICAL CORPORATION 5271 SOUTH QUEBEC STREET ENGLEWOOD, CO 80111	Non-Exclusive Seismic Data Use License Agreement - Longs Peak 3D Survey (Partial Survey), Weld County, AGC-17-025 DID #1938, Dated: 06/01/2017	-
64	Extraction Oil & Gas, Inc.	AMERICAN GEOPHYSICAL CORPORATION 5271 SOUTH QUEBEC STREET ENGLEWOOD, CO 80111	Non-Exclusive Seismic Data Use License Agreement - Longs Peak 3D Survey (Partial Survey), Weld County, AGC-17-025 DID #1938, Dated: 06/01/2017	-
65	Extraction Oil & Gas, Inc.	AMERICAN PRIDE CRANE SERVICE, INC. 1600 HOVER ST., C3-199 LONGMONT, CO 80501	Master Services Agreement, Dated: 06/01/2017	-
66	Extraction Oil & Gas, Inc.	AMERICAN WELLTEST INCINERATORS INC 1624 MARKET STREET DENVER, CO 80202	Master Services Agreement	-
67	Extraction Oil & Gas, Inc.	AMERITEST INC. (A SUBSIDIARY OF TESTALTA SERVICES LTD.) P.O. BOX 3283 MINOT, ND 58702	Master Services Agreement, Dated: 09/22/2017	-
68	Extraction Oil & Gas, Inc.	ANADARKO E&P ONSHORE LLC 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Declaration of Pooling regarding Operation and Production of the Frank 34C-31HZ Well, Dated: 12/22/2014	-
69	Extraction Oil & Gas, Inc.	ANADARKO LAND CORP FKA RME LAND CORP P O BOX 730875 DALLAS, TX 75373-0875	Declaration of Pooling regarding Operation and Production of the Frank 34C-31HZ Well, Dated: 12/22/2014	-
70	Extraction Oil & Gas, Inc.	ANADARKO PETROLEUM CORPORATION ATTN: MIKE SEEGER, DIRECTOR, GEOPHYSICS 1201 LAKE ROBBINS DRIVE THE WOODLANDS, TX 77380	Master Data Trade Agreement - Supplement 1 DID # 1407, DID #1407, Dated: 08/13/2015	-
71	Extraction Oil & Gas, Inc.	ANADARKO PETROLEUM CORPORATION ATTN: MIKE SEEGER, DIRECTOR, GEOPHYSICS 1201 LAKE ROBBINS DRIVE THE WOODLANDS, TX 77380	Non-Exclusive Seismic Data Use License Agreement - Apache Peak 3D Survey (Partial Survey), Adams and Weld Counties, AGC-18-046 DID#2178, Dated: 08/08/2018	-
72	Extraction Oil & Gas, Inc.	ANADARKO PETROLEUM CORPORATION ATTN: MIKE SEEGER, DIRECTOR, GEOPHYSICS 1201 LAKE ROBBINS DRIVE THE WOODLANDS, TX 77380	Non-Exclusive Seismic Data Use License Agreement - Gryphon 3D Survey (Partial Survey), Adams and Arapahoe Counties, AGC-18-047 DID#2199, Dated: 08/08/2018	-
73	Extraction Oil & Gas, Inc.	ANADARKO PETROLEUM CORPORATION ATTN: MIKE SEEGER, DIRECTOR, GEOPHYSICS 1201 LAKE ROBBINS DRIVE THE WOODLANDS, TX 77380	Non-Exclusive Seismic Data Use License Agreement - Longs Peak 3D Survey (Partial Survey), AGC-17-025 DID #1938, Dated: 06/01/2017	-
74	Extraction Oil & Gas, Inc.	ANADARKO PETROLEUM CORPORATION ATTN: MIKE SEEGER, DIRECTOR, GEOPHYSICS 1201 LAKE ROBBINS DRIVE THE WOODLANDS, TX 77380	Non-Exclusive Seismic Data Use License Agreement - Longs Peak 3D Survey (Partial Survey), Weld County, AGC-17-025 DID #1938, Dated: 06/01/2017	-
75	Extraction Oil & Gas, Inc.	ANADARKO PETROLEUM CORPORATION ATTN: MIKE SEEGER, DIRECTOR, GEOPHYSICS 1201 LAKE ROBBINS DRIVE THE WOODLANDS, TX 77380	Non-Exclusive Seismic Data Use License Agreement - Longs Peak 3D Survey (Partial Survey), Weld County, AGC-17-025 DID #1938, Dated: 06/01/2017	-
76	Extraction Oil & Gas, Inc.	ANNABLE, JEFFREY ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
77	Extraction Oil & Gas, Inc.	ANNABLE, JEFFREY ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
78	Extraction Oil & Gas, Inc.	ANNABLE, JEFFREY ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
79	Extraction Oil & Gas, Inc.	ANNABLE, JEFFREY ADDRESS ON FILE	Restricted Stock Units, Dated: 10/23/2017	-
80	Extraction Oil & Gas, Inc.	ANSELMO ORTEGA ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
81	Extraction Oil & Gas, Inc.	ANTONIOLI, PHILIP ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
82	Extraction Oil & Gas, Inc.	ANTONIOLI, PHILIP ADDRESS ON FILE	Restricted Stock Units, Dated: 01/22/2018	-
83	Extraction Oil & Gas, Inc.	ANTONIOLI, PHILIP ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
84	Extraction Oil & Gas, Inc.	ANYTIME TESTING, LLC. P.O. BOX 200174 EVANS, CO 80620	Master Services Agreement, Dated: 07/15/2016	-
85	Extraction Oil & Gas, Inc.	APEX COMPANIES LLC 15850 CRABBS BRANCH WAY STE 200 ROCKVILLE, MD 20855	Master Services Agreement, Dated: 08/28/2018	-
86	Extraction Oil & Gas, Inc.	APOLLO OPERATING, LLC 1538 WAZEE ST STE 200 DENVER, CO 80202	Declaration of Pooling and Unit Designation	-
87	Extraction Oil & Gas, Inc.	APOLLO OPERATING, LLC ATTN: JESSE L. WHITE, MANAGER 1538 WAZEE ST STE 200 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 10/31/2014	-
88	Extraction Oil & Gas, Inc.	AQUILA AERIE LLC PO BOX 3704 SAN ANGELO, TX 76902	Master Services Agreement	-
89	Axis Exploration, LLC	ARAPAHOE COUNTY, COLORADO 5334 S. PRICE ST. LITTLETON, CO 80120	Memorandum of Understanding, Dated: 05/12/2017	-
90	Extraction Oil & Gas, Inc.	ARCHEIO TECHNOLOGIES LLC 420 DECKER DRIVE STE 150 IRVING, TX 75062	SaaS Subscription Agreement, Dated: 05/25/2017	-
91	Extraction Oil & Gas, Inc.	ARCHEIO TECHNOLOGIES LLC 420 DECKER DRIVE STE 150 IRVING, TX 75062	Staffing Services Agreement, Dated: 05/01/2017	-
92	Extraction Oil & Gas, Inc.	ARCHEIO TECHNOLOGIES LLC 420 DECKER DRIVE STE 150 IRVING, TX 75062	Subscription Agreement - Purchase Order, Dated: 05/01/2017	-
93	Extraction Oil & Gas, Inc.	ARCHROCK PARTNERS OPERATING LLC ATTN: SALES SUPPORT 16666 NORTHCHASE DR. HOUSTON, TX 77060	Master Compression Services Agreement - Schedule 'A', Quote No. 108831, Dated: 08/03/2017	-
94	Extraction Oil & Gas, Inc.	ARCHROCK PARTNERS OPERATING LLC ATTN: SALES SUPPORT 16666 NORTHCHASE DR. HOUSTON, TX 77060	Master Compression Services Agreement - Schedule 'A', Quote No. 108845, Dated: 08/03/2017	-
95	Extraction Oil & Gas, Inc.	ARCHROCK PARTNERS OPERATING LLC ATTN: SALES SUPPORT 16666 NORTHCHASE DR. HOUSTON, TX 77060	Master Compression Services Agreement - Schedule 'A', Quote No. 108846, Dated: 08/03/2017	-
96	Extraction Oil & Gas, Inc.	ARCHROCK PARTNERS OPERATING LLC ATTN: SALES SUPPORT 2100 GREAT SOUTHWEST PARKWAY FORT WORTH, TX 76106	Master Compression Services Agreement - Schedule 'A', Quote No. 109308, Dated: 08/28/2017	-
97	Extraction Oil & Gas, Inc.	ARCHROCK PARTNERS OPERATING LLC ATTN: SALES SUPPORT 9807 KATY FRWY, SUITE 100 HOUSTON, TX 77024	Master Compression Services Agreement - Schedule 'A', Quote No. 109310, Dated: 08/25/2017	-
98	Extraction Oil & Gas, Inc.	ARCHROCK PARTNERS OPERATING LLC ATTN: SALES SUPPORT 9807 KATY FRWY, SUITE 100 HOUSTON, TX 77024	Master Compression Services Agreement - Schedule 'A', Quote No. 110360, Dated: 10/11/2017	-
99	Extraction Oil & Gas, Inc.	ARCHROCK PARTNERS OPERATING LLC ATTN: SALES SUPPORT 9807 KATY FRWY, SUITE 100 HOUSTON, TX 77024	Master Compression Services Agreement - Schedule 'A', Quote No. 110575, Dated: 10/20/2017	-
100	Extraction Oil & Gas, Inc.	ARCHROCK PARTNERS OPERATING LLC ATTN: SALES SUPPORT 9807 KATY FRWY, SUITE 100 HOUSTON, TX 77024	Master Compression Services Agreement - Schedule 'A', Quote No. 110578, Dated: 10/20/2017	-
101	Extraction Oil & Gas, Inc.	ARCHROCK PARTNERS OPERATING LLC ATTN: SALES SUPPORT 9807 KATY FRWY, SUITE 100 HOUSTON, TX 77024	Master Compression Services Agreement - Schedule 'A', Quote No. 110579, Dated: 10/20/2017	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
102	Extraction Oil & Gas, Inc.	ARCHROCK PARTNERS OPERATING LLC ATTN: SALES SUPPORT 9807 KATY FRWY, SUITE 100 HOUSTON, TX 77024	Master Compression Services Agreement - Schedule 'A', Quote No. 110581, Dated: 10/20/2017	-
103	Extraction Oil & Gas, Inc.	ARCHROCK SERVICES LP 9807 KATY FREEWAY, SUITE 100 HOUSTON, TX 77024	Master Services Agreement	-
104	Extraction Oil & Gas, Inc.	ARLO L RICHARDSON ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well Arellano T-10-9HN, Dated: 01/30/2015	-
105	Extraction Oil & Gas, Inc.	ARNOLD'S AG 28667 COUNTY ROAD 20 KENNESBURG, CO 80643	Master Services Agreement, Dated: 07/30/2018	47,513.29
106	Extraction Oil & Gas, Inc.	ARSENAL DOWNHOLE LLC 700 LOUISIANA STREET, SUITE 3950 HOUSTON, TX 77002	Master Services Agreement, Dated: 03/08/2018	-
107	Extraction Oil & Gas, Inc.	ASSIST CONSULTING, LLC 94 PIKE LN. SEVERANCE, CO 80550	Master Services Agreement	-
108	Extraction Oil & Gas, Inc.	ATLAS DRILLING AND SERVICES PO BOX 50445 CASPER, WY 82605	Master Services Agreement, Dated: 04/03/2018	-
109	Extraction Oil & Gas, Inc.	ATLAS ENERGY SERVICES 23691 HIGHWAY 263 GREELEY, CO 80631	Master Services Agreement, Dated: 01/30/2017	-
110	Extraction Oil & Gas, Inc.	ATMOS INTERNATIONAL 14607 SAN PEDRO AVENUE SUITE 290 SAN ANTONIO, TX 78232	Master Services Agreement, Dated: 06/19/2018	-
111	Extraction Oil & Gas, Inc.	ATP OILFIELD SERVICES 1247 FACTORY DR FORT LUPTON, CO 80061	Master Services Agreement, Dated: 02/02/2018	3,925.00
112	Extraction Oil & Gas, Inc.	AUDREY ROBERTSON ADDRESS ON FILE	Indemnification Agreement, Dated: 09/16/2019	-
113	Extraction Oil & Gas, Inc.	AUGUSTINE INDUSTRIAL SOLUTIONS 1105 HARRIS DR FORT COLLINS, CO 80524	Master Services Agreement, Dated: 03/01/2018	500.00
114	Extraction Oil & Gas, Inc.	AVA MAE SMITH C/O SMITH ENERGY CORPORATION ATTN: GLENN S. SMITH 12706 SHILOH RD GREELEY, CO 80631	Purchase and Sale Agreement, Dated: 03/01/2014	-
115	Extraction Oil & Gas, Inc.	AVG AND COMPANY LLP C/O ANNABELLE M. CANZONA 1015 39TH AVE. GREELEY, CO 80634	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
116	Extraction Oil & Gas, Inc.	AXIOM STRATEGIES INC. ATTN: MICKI HACKENBERGER 1600 BROADWAY, SUITE 1350 DENVER, CO 80202	Consulting Agreement - Representation for Legislative, Governmental, and Political Consulting Needs	-
117	8 North, LLC	AXIS EXPLORATION, LLC 370 17TH STREET SUITE 5300 DENVER, CO 80202	Ratification Agreement, Dated: 07/03/2018	-
118	Extraction Oil & Gas, Inc.	AXIS EXPLORATION, LLC 370 17TH STREET SUITE 5300 DENVER, CO 80202	Ratification Agreement, Dated: 07/03/2018	-
119	Extraction Oil & Gas, Inc.	AXIS INSURANCE COMPANY 725 SOUTH BIGUEROA STREET SUITE 3800 LOS ANGELES, CA 90017	Insurance Policy No. MLN797590/01/2019 - Excess Director & Officer	-
120	Extraction Oil & Gas, Inc.	AXIS PRESSURE CONTROL SERVICES, LLC 199 CORPORATE RD LONGVIEW, TX 75603	Master Services Agreement, Dated: 10/12/2017	-
121	Extraction Oil & Gas, Inc.	AXIS WELL SERVICES, LLC 199 CORPORATE RD LONGVIEW, TX 75603	Master Services Agreement, Dated: 12/02/2016	-
122	Extraction Oil & Gas, Inc.	B & J HOT OIL SERVICE, INC 9603 WEST COUNTY RD. 22H LOVELAND, CO 80537	Master Services Agreement, Dated: 08/05/2016	-
123	Extraction Oil & Gas, Inc.	B. K. TRUST N&A, INC. A TEXAS CORP. 2200 S. WAYSIDE HOUSTON, TX 77023	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Hopper State 9N-34SLHZ Well, Dated: 10/01/2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

<u>No.</u>	<u>Debtor</u>	<u>Counterparty</u>	<u>Contract Description</u>	<u>Cure Amount</u>
124	Extraction Oil & Gas, Inc.	B. K. TRUST N&A, INC. A TEXAS CORP. 2200 S. WAYSIDE HOUSTON, TX 77023	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Hopper State 24N-34SLHZ, Dated: 12/01/2016	-
125	Extraction Oil & Gas, Inc.	B. K. TRUST N&A, INC. A TEXAS CORP. 2200 S. WAYSIDE HOUSTON, TX 77023	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Hopper State 4ON-34SLHZ, Dated: 12/01/2016	-
126	Extraction Oil & Gas, Inc.	BAKER HUGHES US CHEMICALS 12645 WEST AIRPORT SUGARLAND, TX 77478	Master Services Agreement, Dated: 06/22/2015	3,806.55
127	Extraction Oil & Gas, Inc.	BARBER, JOEL F. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
128	Extraction Oil & Gas, Inc.	BARBER, JOEL F. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
129	Extraction Oil & Gas, Inc.	BARBER, JOEL F. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
130	Extraction Oil & Gas, Inc.	BARCLAYS CAPITAL INC. ATTN: EQUITY CORPORATE SERVICE 745 SEVENTH AVENUE, 3RD FLOOR NEW YORK, NY 10019-6801	Client Agreement - Corporate Repurchases	-
131	Extraction Oil & Gas, Inc.	BARRY L SNYDER ADDRESS ON FILE	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-SOSA 2A-7H-E168, Dated: 10/03/2016	-
132	Extraction Oil & Gas, Inc.	BARRY L SNYDER ADDRESS ON FILE	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Sosa 2E7H-E168, Dated: 10/03/2016	-
133	Extraction Oil & Gas, Inc.	BARRY L SNYDER ADDRESS ON FILE	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Sosa 2F-7H-E168, Dated: 11/08/2016	-
134	Extraction Oil & Gas, Inc.	BARRY L SNYDER ADDRESS ON FILE	Model Form Operating Agreement regarding Limited to the Woolley-Sosa 2C-7H- E168 Wellbore, Dated: 10/03/2016	-
135	Extraction Oil & Gas, Inc.	BARRY L SNYDER ADDRESS ON FILE	Model Form Operating Agreement regarding WOOLLEY-SOSA 2D7H-E168, Dated: 10/03/2016	-
136	Extraction Oil & Gas, Inc.	BASELINE ENERGY SERVICES PO BOX 470929 FORT WORTH, TX 76147	Master Services Agreement, Dated: 02/24/2020	-
137	Extraction Oil & Gas, Inc.	BASELINE ENGINEERING CORPORATION 112 N RUBEY DR #210 GOLDEN, CO 80403	Master Services Agreement	-
138	Extraction Oil & Gas, Inc.	BASIC ENERGY SERVICES, INC. 801 CHERRY ST. SUITE 2100 UNIT # 21 FORT WORTH, TX 76102	Master Services Agreement, Dated: 03/22/2018	21,305.96
139	Extraction Oil & Gas, Inc.	BAUER, BRYAN ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
140	Extraction Oil & Gas, Inc.	BAUER, BRYAN ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
141	Extraction Oil & Gas, Inc.	BAUER, BRYAN ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
142	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: LYNN S. BELCHER, EXECUTIVE VICE PRESIDENT 730 SEVENTEENTH STREET, SUITE 610 DENVER, CO 80202	Assignment to the Exchange Agreement Dated August 18, 2015	-
143	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: PAMELA B. KINGERY, LAND MANAGER 730 17TH STREET, SUITE 610 DENVER, CO 80202	Communization Agreement, Dated: 02/13/2015	-
144	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: LYNN S. BELCHER 730 17TH STREET, SUITE 610 DENVER, CO 80202	Contract Operating Agreement, Dated: 10/15/2014	-

Schedule of Assumed Executory Contracts and Unexpired Leases

<u>No.</u>	<u>Debtor</u>	<u>Counterparty</u>	<u>Contract Description</u>	<u>Cure Amount</u>
145	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: STEVE STRUNA AND LYNN BELCHER BAYSWATER EXPLORATION & PRODUCTION, LLC 730 17TH STREET, SUITE 610 DENVER, CO 80202	Crude Oil Sale and Exchange Agreement, Dated: 10/01/2016	-
146	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: PAMELA B. KINGERY 730 17TH ST., STE 610 DENVER, CO 80202	Declaration of Pooling and Unit Assignment regarding Hiner 36C-17W Wellbore, Dated: 06/17/2014	-
147	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: PAMELA B. KINGERY, LAND MANAGER 730 17TH ST., STE 610 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 07/01/2014	-
148	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: PAMELA B. KINGERY 730 17TH ST., STE 610 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 07/11/2014	-
149	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: PAMELA B. KINGERY, LAND MANAGER 730 17TH ST., STE 610 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 07/22/2014	-
150	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: LYNN S. BELCHER 730 17TH ST., STE 610 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 09/05/2013	-
151	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: LYNN S. BELCHER, EXECUTIVE VICE PRESIDENT 730 17TH STREET, SUITE 610 DENVER, CO 80202	Development Agreement, Dated: 08/01/2014	-
152	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: LYNN S. BELCHER 730 17TH STREET, SUITE 610 DENVER, CO 80202	Exchange Agreement, Dated: 08/18/2015	-
153	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: GUY CASTRANOVA 300 CONNELL DRIVE, SUITE 520 BERKELEY HEIGHTS, NJ 07922	Guaranty to the Amended and Restated Transportation Services Agreement, Dated: 07/05/2016	-
154	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC 730 17TH STREET, SUITE 610 DENVER, CO 80202	Letter Agreement re: Notice of Acquisition AMI Agreement Dated August 1, 2014	-
155	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC 730 17TH STREET, SUITE 610 DENVER, CO 80202	Model Form Operating Agreement regarding Horizontal Well - Nelson Farms #3, #4, and #5, Dated: 09/01/2014	-
156	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: LYNN S. BELCHER, EXECUTIVE VICE PRESIDENT 731 17TH STREET, SUITE 610 DENVER, CO 80220	Model Form Operating Agreement regarding Horizontal Well Arellano T-10-9HN, Dated: 01/30/2015	-
157	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: O.F. BALDWIN II, VP 730 17TH ST., STE 610 DENVER, CO 80202	Model Form Operating Agreement regarding Horizontal Wells Drilled to the Codell and/or Niobrara Formations, Dated: 10/05/2016	-
158	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: LYNN S. BELCHER 730 17TH STREET, SUITE 610 DENVER, CO 80202	Model Form Operating Agreement regarding MSH 34-15 Well, Dated: 07/01/2014	-
159	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: LYNN S. BELCHER, VICE PRESIDENT 730 17TH STREET, SUITE 610 DENVER, CO 80202	Model Form Operating Agreement regarding Staley 25-7 Well, Dated: 09/05/2013	-
160	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC 730 17TH STREET, SUITE 610 DENVER, CO 80202	Model Form Operating Agreement, Dated: 05/01/2014	-
161	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: LYNN S. BELCHER 730 17TH STREET, SUITE 610 DENVER, CO 80202	Model Form Operating Agreement, Dated: 10/14/2014	-
162	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: STEVE STRUNA AND LYNN BELCHER BAYSWATER EXPLORATION & PRODUCTION, LLC 730 17TH STREET, SUITE 610 DENVER, CO 80202	Option Purchase and Sale Agreement, Dated: 08/26/2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
163	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: STEVE STRUNA AND LYNN BELCHER BAYSWATER EXPLORATION & PRODUCTION, LLC 730 17TH STREET, SUITE 610 DENVER, CO 80202	Option to Purchase Agreement to the Purchase and Sale Agreement, Dated: 07/29/2016	-
164	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: STEVE STRUNA AND LYNN BELCHER BAYSWATER EXPLORATION & PRODUCTION, LLC 730 17TH STREET, SUITE 610 DENVER, CO 80202	Purchase and Sale Agreement - Exhibit F1 Lease Allocation, Dated: 08/26/2014	-
165	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: STEVE STRUNA AND LYNN BELCHER BAYSWATER EXPLORATION & PRODUCTION, LLC 730 17TH STREET, SUITE 610 DENVER, CO 80202	Purchase and Sale Agreement, Dated: 07/01/2014	-
166	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: STEVE STRUNA AND LYNN BELCHER BAYSWATER EXPLORATION & PRODUCTION, LLC 730 17TH STREET, SUITE 610 DENVER, CO 80202	Purchase and Sale Agreement, Dated: 07/01/2016	-
167	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS II, LLC ATTN: GUY J. CASTRANOVA, MANAGING DIRECTOR 730 17TH STREET, SUITE 610 DENVER, CO 80202	Second Amendment to Option Purchase and Sale Agreement Dated August 26, 2016	-
168	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS, LLC ATTN: PAMELA B. KINGERY, LAND MANAGER 730 17TH STREET, SUITE 610 DENVER, CO 80202	Communization Agreement, Dated: 02/13/2015	-
169	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS, LLC ATTN: STEVE STRUNA AND LYNN BELCHER BAYSWATER EXPLORATION & PRODUCTION, LLC 730 17TH STREET, SUITE 610 DENVER, CO 80202	Crude Oil Sale and Exchange Agreement, Dated: 10/01/2016	-
170	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS, LLC ATTN: LYNN S. BELCHER, EXECUTIVE VICE PRESIDENT 730 17TH STREET, SUITE 610 DENVER, CO 80202	Development Agreement, Dated: 08/01/2014	-
171	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS, LLC ATTN: GUY CASTRANOVA 300 CONNELL DRIVE, SUITE 520 BERKELEY HEIGHTS, NJ 07922	Guaranty to the Amended and Restated Transportation Services Agreement, Dated: 07/05/2016	-
172	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS, LLC 730 17TH STREET, SUITE 610 DENVER, CO 80202	Letter Agreement regarding Notice of Acquisition AMI Agreement Dated August 1, 2014	-
173	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS, LLC 730 17TH STREET, STE. 610 DENVER, CO 80202	Model Form Operating Agreement regarding Horizontal Well - Nelson Farms #3, #4, and #5, Dated: 09/01/2014	-
174	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS, LLC ATTN: STEVE STRUNA AND LYNN BELCHER BAYSWATER EXPLORATION & PRODUCTION, LLC 730 17TH STREET, SUITE 610 DENVER, CO 80202	Option Purchase and Sale Agreement, Dated: 08/26/2016	-
175	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS, LLC ATTN: STEVE STRUNA AND LYNN BELCHER BAYSWATER EXPLORATION & PRODUCTION, LLC 730 17TH STREET, SUITE 610 DENVER, CO 80202	Option to Purchase Agreement to the Purchase and Sale Agreement, Dated: 07/29/2016	-
176	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS, LLC ATTN: STEVE STRUNA AND LYNN BELCHER BAYSWATER EXPLORATION & PRODUCTION, LLC 730 17TH STREET, SUITE 610 DENVER, CO 80202	Purchase and Sale Agreement - Exhibit F1 Lease Allocation, Dated: 08/26/2014	-
177	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS, LLC ATTN: STEVE STRUNA AND LYNN BELCHER BAYSWATER EXPLORATION & PRODUCTION, LLC 730 17TH STREET, SUITE 610 DENVER, CO 80202	Purchase and Sale Agreement, Dated: 07/01/2014	-
178	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS, LLC ATTN: STEVE STRUNA AND LYNN BELCHER BAYSWATER EXPLORATION & PRODUCTION, LLC 730 17TH STREET, SUITE 610 DENVER, CO 80202	Purchase and Sale Agreement, Dated: 07/01/2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

<u>No.</u>	<u>Debtor</u>	<u>Counterparty</u>	<u>Contract Description</u>	<u>Cure Amount</u>
179	Extraction Oil & Gas, Inc.	BAYSWATER BLENHEIM HOLDINGS, LLC ATTN: GUY J. CASTRANOVA, MANAGING DIRECTOR 730 17TH STREET, SUITE 610 DENVER, CO 80202	Second Amendment to Option Purchase and Sale Agreement Dated August 26, 2016	-
180	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: LYNN S. BELCHER, EXECUTIVE VICE PRESIDENT 730 SEVENTEENTH STREET, SUITE 610 DENVER, CO 80202	Assignment to the Exchange Agreement Dated August 18, 2015	-
181	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: PAMELA B. KINGERY, LAND MANAGER 730 17TH STREET, SUITE 610 DENVER, CO 80202	Communization Agreement, Dated: 02/13/2015	-
182	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: STEPHEN M. STRUNA 730 17TH STREET, SUITE 610 DENVER, CO 80202	Contract Operating Agreement, Dated: 10/15/2014	-
183	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: DON W. BARBULA 730 17TH STREET, SUITE 610 DENVER, CO 80202	Crude Oil Sale and Exchange Agreement, Dated: 10/01/2016	-
184	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: PAMELA B. KINGERY 730 17TH STREET, SUITE 610 DENVER, CO 80202	Declaration of Pooling and Unit Assignment regarding Hiner 36C-17W Wellbore, Dated: 06/17/2014	-
185	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: PAMELA B. KINGERY 730 17TH STREET, SUITE 610 DENVER, CO 80202	Declaration of Pooling and Unit Designation regarding Limited to the Windsor LV F-14H and Windsor LVG-14H Wellbores, Dated: 10/31/2014	-
186	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: PAMELA B. KINGERY, LAND MANAGER 730 17TH STREET, SUITE 610 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 07/01/2014	-
187	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: PAMELA B. KINGERY 730 17TH STREET, SUITE 610 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 07/11/2014	-
188	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: PAMELA B. KINGERY, LAND MANAGER 730 17TH STREET, SUITE 610 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 07/22/2014	-
189	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: S.M. STRUNA 730 17TH STREET, SUITE 610 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 09/05/2013	-
190	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: PAMELA B. KINGERY, LAND MANAGER 730 17TH STREET, SUITE 610 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 10/31/2014	-
191	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC 730 17TH STREET, SUITE 610 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 10/31/2014	-
192	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: STEPHEN M. STRUNA, PRESIDENT 730 17TH STREET, SUITE 610 DENVER, CO 80202	Designation of Successor Operator Communitization Agreement, Serial No.: COC- 74094, Dated: 11/29/2016	-
193	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: STEPHEN M. STRUNA, PRESIDENT 730 17TH STREET, SUITE 610 DENVER, CO 80202	Designation of Successor Operator Communitization Agreement, Serial No.: COC- 74095, Dated: 11/29/2016	-
194	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: LYNN S. BELCHER, EXECUTIVE VICE PRESIDENT 730 17TH STREET, SUITE 610 DENVER, CO 80202	Designation of Successor Operator Communitization Agreement, Serial No.: COC- 75235, Dated: 10/03/2016	-
195	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: LYNN S. BELCHER, EXECUTIVE VICE PRESIDENT 730 17TH STREET, SUITE 610 DENVER, CO 80202	Designations of Successor Operator Communitization Agreement, COC75235, Dated: 10/03/2016	-
196	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: LYNN S. BELCHER, EXECUTIVE VICE PRESIDENT 730 17TH STREET, SUITE 610 DENVER, CO 80202	Development Agreement, Dated: 08/01/2014	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
197	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: STEVE STRUNA AND LYNN BELCHER 730 17TH STREET, SUITE 610 DENVER, CO 80202	Escrow Agreement to the Purchase and Sale Agreement, Dated: 07/29/2016	-
198	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: LYNN S. BELCHER 730 17TH STREET, SUITE 610 DENVER, CO 80202	Exchange Agreement, Dated: 08/18/2015	-
199	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: LYNN S. BELCHER AND DONALD W. BARBULA 730 SEVENTEENTH STREET, SUITE 610 DENVER, CO 80202	Letter Agreement regarding Carlson Lateral Conditional Partial Reimbursement Agreement, Dated: 09/29/2015	-
200	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: PAMELA B. KINGERY, LAND MANAGER 730 17TH STREET, SUITE 610 DENVER, CO 80202	Letter Agreement regarding Notice of Acquisition - AMI Agreement Dated August 1, 2014 - Weld County	-
201	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: PAM KINGERY 730 17TH STREET, SUITE 610 DENVER, CO 80202	Letter Agreement regarding Notice of Acquisition AMI Agreement Dated August 1, 2014	-
202	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC 730 17TH STREET, STE. 610 DENVER, CO 80202	Model Form Operating Agreement regarding Horizontal Well - Nelson Farms #3, #4, and #5, Dated: 09/01/2014	-
203	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: S.M. STRUNA, PRESIDENT 730 17TH STREET, SUITE 610 DENVER, CO 80220	Model Form Operating Agreement regarding Horizontal Well Arellano T-10-9HN, Dated: 01/30/2015	-
204	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC 730 17TH ST., STE 610 DENVER, CO 80202	Model Form Operating Agreement regarding Horizontal Wells Drilled to the Codell and/or Niobrara Formations, Dated: 10/05/2016	-
205	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: S.M. STRUNA 730 17TH STREET, SUITE 610 DENVER, CO 80202	Model Form Operating Agreement regarding MSH 34-15 Well, Dated: 07/01/2014	-
206	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: S.M. STRUNA, PRESIDENT 730 17TH STREET, SUITE 610 DENVER, CO 80202	Model Form Operating Agreement regarding Staley 25-7 Well, Dated: 09/05/2013	-
207	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC 730 17TH STREET, SUITE 610 DENVER, CO 80202	Model Form Operating Agreement, Dated: 05/01/2014	-
208	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: PRESIDENT 730 17TH STREET, SUITE 610 DENVER, CO 80202	Model Form Operating Agreement, Dated: 10/14/2014	-
209	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC 730 17TH STREET, SUITE 610 DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement dated 10/29/2014	-
210	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: STEVE STRUNA AND LYNN BELCHER 730 17TH STREET, SUITE 610 DENVER, CO 80202	Option Purchase and Sale Agreement, Dated: 08/26/2016	-
211	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: STEVE STRUNA AND LYNN BELCHER 730 17TH STREET, SUITE 610 DENVER, CO 80202	Option to Purchase Agreement to the Purchase and Sale Agreement, Dated: 07/29/2016	-
212	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: STEVE STRUNA AND LYNN BELCHER 730 17TH STREET, SUITE 610 DENVER, CO 80202	Purchase and Sale Agreement - Exhibit F1 Lease Allocation, Dated: 08/26/2014	-
213	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: STEVE STRUNA AND LYNN BELCHER 730 17TH STREET, SUITE 610 DENVER, CO 80202	Purchase and Sale Agreement, Dated: 07/01/2014	-
214	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: STEVE STRUNA AND LYNN BELCHER 730 17TH STREET, SUITE 610 DENVER, CO 80202	Purchase and Sale Agreement, Dated: 07/01/2016	-
215	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: LYNN S BELCHER, EXECUTIVE VICE PRESIDENT 730 17TH STREET, SUITE 610 DENVER, CO 80202	Second Amendment to Option Purchase and Sale Agreement Dated August 26, 2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
216	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: LYNN S. BELCHER, EXECUTIVE VICE PRESIDENT 730 17TH STREET, SUITE 500 DENVER, CO 80202	Third Party Professional Agreement, Dated: 01/23/2019	-
217	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: LYNN S. BELCHER 730 17TH STREET, SUITE 610 DENVER, CO 80202	Third Party Professional Agreement, Dated: 05/30/2019	-
218	Extraction Oil & Gas, Inc.	BAYSWATER EXPLORATION & PRODUCTION, LLC ATTN: VICTOR WIND 730 17TH STREET, SUITE 610 DENVER, CO 80202	Transportation Services Agreement - Amended and Restated, Dated: 06/21/2016	-
219	Extraction Oil & Gas, Inc.	BEARD, MARK ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
220	Extraction Oil & Gas, Inc.	BEARD, MARK ADDRESS ON FILE	Restricted Stock Units, Dated: 04/01/2018	-
221	Extraction Oil & Gas, Inc.	BEARD, MARK ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
222	Extraction Oil & Gas, Inc.	BEHRENS & ASSOCIATES INC DBA ENVIRONMENTAL NOISE CONTROL 13806 INGLEWOOD AVE. HAWTHORNE, CA 90250	Master Services Agreement, Dated: 03/05/2018	6,756.89
223	Extraction Oil & Gas, Inc.	BELFOR ENVIRONMENTAL INC (BEVERAGE) 5075 KALAMATH ST. DENVER, CO 80221	Master Services Agreement, Dated: 01/23/2019	-
224	Extraction Oil & Gas, Inc.	BELL SUPPLY COMPANY LLC AFFILIATE OF SELECT ENERGY SERVICES PO BOX 1597 GAINESVILLE, TX 76241	Master Services Agreement, Dated: 03/28/2017	15.56
225	Extraction Oil & Gas, Inc.	BENCHMARK ELECTRICAL SOLUTIONS, INC. 621 GYRFALCON CT WINDSOR, CO 80550	Master Services Agreement, Dated: 08/03/2016	-
226	Extraction Oil & Gas, Inc.	BENNETT, NATHAN S. ADDRESS ON FILE	Restricted Stock Units, Dated: 10/21/2019	-
227	Extraction Oil & Gas, Inc.	BENTLEY WELDING 611 8TH STREET SUITE 2 GREELEY, CO 80631	Master Services Agreement, Dated: 08/05/2016	-
228	Extraction Oil & Gas, Inc.	BERNAL, JAYME ADDRESS ON FILE	Restricted Stock Units, Dated: 03/18/2019	-
229	Extraction Oil & Gas, Inc.	BEVERLY B. WEBSTER TRUST 215 83RD AVENUE GREELEY, CO 80634	Model Form Operating Agreement regarding Orr 36N-32B-M and Orr 36C-32-M Wells, Dated: 11/01/2016	-
230	Extraction Oil & Gas, Inc.	BIG CREEK RESOURCES 1540 MAIN ST WINDSOR, CO 80550	Master Services Agreement, Dated: 01/04/2019	-
231	Extraction Oil & Gas, Inc.	BIG SKY ENERGY EQUIPMENT 840 N. 9TH AVE. BRIGHTON, CO 80603	Master Services Agreement, Dated: 08/29/2017	50,428.42
232	Extraction Oil & Gas, Inc.	BIGHORN CONSTRUCTION & RECLAMATION PO BOX 1512 DOUGLAS, WY 82633	Master Services Agreement, Dated: 06/17/2016	-
233	Extraction Oil & Gas, Inc.	BILL BARRETT CORPORATION, LLC ATTN: WES DIGRAPPA 1099 18TH STREET, SUITE 2300 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Kodak North FD 27-019HN, JOA.0017 5912, Dated: 05/01/2014	-
234	Extraction Oil & Gas, Inc.	BILL BARRETT CORPORATION, LLC ATTN: WES DIGRAPPA 1099 18TH STREET, SUITE 2300 DENVER, CO 80202	Wellbore Specific Declaration of Pooling regarding Kodak North FD 27-019HN, Dated: 04/18/2014	-
235	Axis Exploration, LLC	BISON OIL & GAS, LLC ATTN: JOHN AUSTIN AKERS 518 17TH ST. SUITE 1800 DENVER, CO 80202	Designation of Successor Operator Communitization Agreement No. COC78036, COC78036, Dated: 02/16/2017	-
236	Axis Exploration, LLC	BISON OIL & GAS, LLC 518 17TH ST. SUITE 1800 DENVER, CO 80202	Email regarding Final Lease Acquisition and Amended Wire Request, Dated: 04/13/2018	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
237	Axis Exploration, LLC	BISON OIL & GAS, LLC ATTN: JOHN AUSTIN AKERS, CHIEF EXECUTIVE OFFICER 518 17TH ST. SUITE 1800 DENVER, CO 80202	Fourth Amendment to Additional Leasing Agreement, Dated: 04/02/2018	-
238	Axis Exploration, LLC	BISON OIL & GAS, LLC ATTN: JOHN AUSTIN AKERS 999 18TH STREET SUITE 3370 DENVER, CO 80202	Purchase and Sale Agreement, Dated: 10/01/2016	-
239	Extraction Oil & Gas, Inc.	BJ SERVICES, LLC 11211 FM 2920 RD TOMBALL, TX 77375	Master Services Agreement, Dated: 05/31/2018	-
240	Extraction Oil & Gas, Inc.	BLACK CARD EMERGENCY SOLUTIONS, LLC 712 E. EISENHOWER BLVD LOVELAND, CO 80537	Master Services Agreement, Dated: 03/25/2020	-
241	Extraction Oil & Gas, Inc.	BLACK DIAMOND ENERGY SERVICES 13050 WELD COUNTY ROAD. FT. LUPTON, CO 80621	Master Services Agreement	1,185.41
242	Extraction Oil & Gas, Inc.	BLACK LABEL SERVICES INC 629 GYRFALCON COURT, UNIT A WINDSOR, CO 80550	Master Services Agreement, Dated: 12/21/2017	-
243	Extraction Oil & Gas, Inc.	BLACK STAR ENERGY SERVICES LLC PO BOX 62027 MIDLAND, TX 79711	Master Services Agreement	-
244	Extraction Oil & Gas, Inc.	BLACKEAGLE ENERGY SERVICES 230 COMMERCE DRIVE BERTHOUD, CO 80513	Master Services Agreement, Dated: 10/18/2017	-
245	Extraction Oil & Gas, Inc.	BLAKE, KEEGAN ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
246	Extraction Oil & Gas, Inc.	BLAKE, KEEGAN ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
247	Extraction Oil & Gas, Inc.	BLAKE, KEEGAN ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
248	Extraction Oil & Gas, Inc.	BLAKE, KEEGAN ADDRESS ON FILE	Restricted Stock Units, Dated: 06/19/2017	-
249	Extraction Oil & Gas, Inc.	BLM ROYAL GORGE FO 3028 E MAIN ST CANON CITY, CO 81212-2731	Case Redecoration (MASS) Serial Register Page - Case Type 318310: O&G Communitization AGRMT, Serial Number COC--- - 073895, Dated: 03/13/2017	-
250	Extraction Oil & Gas, Inc.	BLM ROYAL GORGE FO 3028 E MAIN ST CANON CITY, CO 81212-2731	Case Redecoration (MASS) Serial Register Page - Case Type 318310: O&G Communitization AGRMT, Serial Number COC--- - 073895, Dated: 03/31/2017	-
251	Extraction Oil & Gas, Inc.	BLUE CHIP OIL, INC. 155 E. BOARDWALK DR. #400 FORT COLLINS, CO 80525	Model Form Operating Agreement regarding Rubyanna 13C-32W, Dated: 02/14/2014	-
252	Extraction Oil & Gas, Inc.	BLUE FLAME PROPANE INC PO BOX 1900 ROOSEVELT, UT 84066	Master Services Agreement	-
253	Extraction Oil & Gas, Inc.	BLUEPRINT ENERGY PARTNERS 2425 COLMAN CIRCLE CASPER, WY 82601	Master Services Agreement, Dated: 11/28/2017	-
254	Extraction Oil & Gas, Inc.	BNN WESTERN, LLC ATTN: JEFF NELSON 370 VAN GORDON STREET LAKEWOOD, CO 80228	Produced Water Gathering and Disposal Agreement, Dated: 10/31/2017	-
255	Extraction Oil & Gas, Inc.	BNN WESTERN, LLC ATTN: JEFF NELSON 370 VAN GORDON STREET LAKEWOOD, CO 80228	Water Commitment Agreement, Dated: 10/31/2017	-
256	Extraction Oil & Gas, Inc.	BNN WESTERN, LLC ATTN: ERIC COOK 370 VAN GORDON STREET LAKEWOOD, CO 80228	Water Commitment Agreement, Dated: 10/31/2018	-
257	Extraction Oil & Gas, Inc.	BOIES, ALLYSON G. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
258	Extraction Oil & Gas, Inc.	BOIES, ALLYSON G. ADDRESS ON FILE	Participation Agreement - Executive Severance Plan, Dated: 03/04/2020	-

Schedule of Assumed Executory Contracts and Unexpired Leases

<u>No.</u>	<u>Debtor</u>	<u>Counterparty</u>	<u>Contract Description</u>	<u>Cure Amount</u>
259	Extraction Oil & Gas, Inc.	BOIES, ALLYSON G. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
260	Extraction Oil & Gas, Inc.	BOIES, ALLYSON G. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
261	Extraction Oil & Gas, Inc.	BOIES, ALLYSON G. ADDRESS ON FILE	Retention Agreement, Dated: 06/09/2020	-
262	Extraction Oil & Gas, Inc.	BONNELL FENCING SERVICES, INC PO BOX 337442 GREELEY, CO 80633	Master Services Agreement, Dated: 09/18/2019	-
263	Extraction Oil & Gas, Inc.	BONNIE B. CITO AND JOHN CITO, CO-TRUSTEES OF THE D&B CITO TRUST ATTN: BONNIE B. CITO AND JOHN CITO 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Crossing Agreement	-
264	Extraction Oil & Gas, Inc.	BOV-EYE LLC 1507 SAMOS CIRCLE LAFAYETTE, CO 80026	Master Services Agreement, Dated: 09/18/2017	520.00
265	Extraction Oil & Gas, Inc.	BRAND X HYDROVAC SERVICES INC PO BOX 1199 SILT, CO 81652	Master Services Agreement	-
266	Extraction Oil & Gas, Inc.	BRIDGES, MATTHEW ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
267	Extraction Oil & Gas, Inc.	BRIDGES, MATTHEW ADDRESS ON FILE	Restricted Stock Units, Dated: 01/15/2018	-
268	Extraction Oil & Gas, Inc.	BRIDGES, MATTHEW ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
269	Extraction Oil & Gas, Inc.	BRIDGES, MATTHEW ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
270	Extraction Oil & Gas, Inc.	BRIGADE ENERGY SERVICES, LLC 700 17TH ST SUITE 1550 DENVER, CO 80202	Master Services Agreement, Dated: 05/24/2016	-
271	Extraction Oil & Gas, Inc.	BROCK, TOMMIE L. ADDRESS ON FILE	Employment Agreement - Amended and Restated, Dated: 11/01/2016	-
272	XOG Services, LLC	BROCK, TOMMIE L. ADDRESS ON FILE	Employment Agreement - Amended and Restated, Dated: 11/01/2016	-
273	Extraction Oil & Gas, Inc.	BROCK, TOMMIE L. ADDRESS ON FILE	Indemnification Agreement, Dated: 10/28/2016	-
274	Extraction Oil & Gas, Inc.	BROCK, TOMMIE L. ADDRESS ON FILE	Non-Qualified Stock Options, Dated: 10/04/2017	-
275	Extraction Oil & Gas, Inc.	BROCK, TOMMIE L. ADDRESS ON FILE	Participation Agreement - Executive Severance Plan, Dated: 03/04/2020	-
276	Extraction Oil & Gas, Inc.	BROCK, TOMMIE L. ADDRESS ON FILE	Performance Cash Award, Dated: 04/05/2019	-
277	Extraction Oil & Gas, Inc.	BROCK, TOMMIE L. ADDRESS ON FILE	Performance Share Awards, Dated: 03/01/2018	-
278	Extraction Oil & Gas, Inc.	BROCK, TOMMIE L. ADDRESS ON FILE	Performance Share Units, Dated: 04/05/2019	-
279	Extraction Oil & Gas, Inc.	BROCK, TOMMIE L. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
280	Extraction Oil & Gas, Inc.	BROCK, TOMMIE L. ADDRESS ON FILE	Retention Agreement, Dated: 06/09/2020	-
281	Extraction Oil & Gas, Inc.	BRONCUCIA INVESTMENT ATTN: MIKE BRONCUCIA, SEC. 11690 HOLLY NORTHGLENN, CO 80233	Deed regarding W-1/2 of Section 21, Township 2 South, Range 66 West of the 6th P.M., Adams County, Colorado, Dated: 03/12/1981	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
282	Extraction Oil & Gas, Inc.	BROOKFIELD PROPERTIES MANAGEMENT LLC ATTN: ALICE PELIKANT, PROPERTY MANAGER 370 17TH STREET, SUITE 3700 DENVER, CO 80202	Lease Agreement - Third Amendment, Dated: 11/27/2017	-
283	Extraction Oil & Gas, Inc.	BSB INVESTMENT, INC. A COLORADO CORPORATION 10805 TURNER BLVD. LONGMONT, CO 80504	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Hopper State 4ON-34SLHZ, Dated: 12/01/2016	-
284	Extraction Oil & Gas, Inc.	BUCKSHOT TRUCKING LLC - EDGEWATER PO BOX 140129 EDGEWATER, CO 80214-0129	Master Services Agreement, Dated: 07/10/2019	14,390.00
285	Extraction Oil & Gas, Inc.	BULLSEYE TESTING INC 2015 CLUBHOUSE DRIVE SUITE 100 GREELEY, CO 80634	Master Services Agreement, Dated: 02/03/2017	-
286	Extraction Oil & Gas, Inc.	BUNN, JARROD L. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
287	Extraction Oil & Gas, Inc.	BUNN, JARROD L. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
288	Extraction Oil & Gas, Inc.	BUNN, JARROD L. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
289	Extraction Oil & Gas, Inc.	BUREAU OF LAND MANAGEMENT ROYAL GORGE FIELD OFFICE ATTN: KEITH E. BERGER, FIELD MANAGER 3028 EAST MAIN CANON CITY, CO 81212	Communitization Agreement regarding Approval - Certification - Determination, COC74866, Dated: 02/13/2009	-
290	Extraction Oil & Gas, Inc.	BUREAU OF LAND MANAGEMENT ROYAL GORGE FIELD OFFICE ATTN: KEITH E. BERGER 3028 EAST MAIN CANON CITY, CO 81212	Communitization Agreement regarding Approval - Certification - Determination, COC74869, Dated: 02/12/2009	-
291	Axis Exploration, LLC	BURLINGTON RESOURCES OIL & GAS COMPANY LP ATTN: CENTRAL ROCKIES LAND SUPERVISOR 600 NORTH DAIRY ASHFORD HOUSTON, TX 77079	Lease Exchange Agreement, Dated: 07/31/2017	-
292	Extraction Oil & Gas, Inc.	BUTLER SNOW LLP 1801 CALIFORNIA STREET, SUITE 5100 DENVER, CO 80202	Third Party Professional Agreement, Dated: 10/08/2018	-
293	Extraction Oil & Gas, Inc.	BYNUM OIL COMPANY, INC. P.O. 320 MIDLAND, TX 79702	Model Form Operating Agreement regarding Orr 36N-32B-M and Orr 36C-32-M Wells, Dated: 11/01/2016	-
294	7N, LLC	C. MARK PHILLIPS AND M. ROBIN PHILLIPS 15501 6100 RD. MONTROSE, CO 81403	Option Agreement - First Amendment, Dated: 04/03/2018	-
295	7N, LLC	C. MARK PHILLIPS AND M. ROBIN PHILLIPS 15501 6100 RD. MONTROSE, CO 81403	Option Agreement - Second Amendment, Dated: 08/02/2018	-
296	7N, LLC	C. MARK PHILLIPS AND M. ROBIN PHILLIPS 11843 BILLINGS AVE LAFAYETTE, CO 80026	Option Agreement - Surface Estate Township 1 North, Range 68 West, 6th P.M., Dated: 11/20/2017	-
297	7N, LLC	C. MARK PHILLIPS AND M. ROBIN PHILLIPS 15501 6100 RD. MONTROSE, CO 81403	Purchase and Sale Agreement with Escrow Instructions - First Amendment, Dated: 09/17/2018	-
298	7N, LLC	C. MARK PHILLIPS AND M. ROBIN PHILLIPS 15501 6100 RD. MONTROSE, CO 81403	Purchase and Sale Agreement with Escrow Instructions, Dated: 08/09/2018	-
299	Extraction Oil & Gas, Inc.	CACTUS HILL RANCH CO. PO BOX 691 WINDSOR, CO 80550	Basic Terms of Settlement Agreement - Well Drilling	-
300	Extraction Oil & Gas, Inc.	CACTUS WELLHEAD, LLC 920 MEMORIAL CITY WAY, SUITE 300 HOUSTON, TX 77024	Master Services Agreement, Dated: 07/01/2019	40,024.25
301	Extraction Oil & Gas, Inc.	CAIN, BRIAN D. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
302	Extraction Oil & Gas, Inc.	CAIN, BRIAN D. ADDRESS ON FILE	Participation Agreement - Executive Severance Plan, Dated: 03/24/2020	-
303	Extraction Oil & Gas, Inc.	CAIN, BRIAN D. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
304	Extraction Oil & Gas, Inc.	CAIN, BRIAN D. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-

Schedule of Assumed Executory Contracts and Unexpired Leases

<u>No.</u>	<u>Debtor</u>	<u>Counterparty</u>	<u>Contract Description</u>	<u>Cure Amount</u>
305	Extraction Oil & Gas, Inc.	CAIN, BRIAN D. ADDRESS ON FILE	Retention Agreement, Dated: 06/09/2020	-
306	Extraction Oil & Gas, Inc.	CALERDINE, BARBARA L. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
307	Extraction Oil & Gas, Inc.	CALERDINE, BARBARA L. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
308	Extraction Oil & Gas, Inc.	CALERDINE, BARBARA L. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
309	Extraction Oil & Gas, Inc.	CALHOUN, SANDRA G. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
310	Extraction Oil & Gas, Inc.	CALHOUN, SANDRA G. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
311	Extraction Oil & Gas, Inc.	CALHOUN, SANDRA G. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
312	Extraction Oil & Gas, Inc.	CAMPBELL, BRANDON ADDRESS ON FILE	Restricted Stock Units, Dated: 02/19/2019	-
313	Extraction Oil & Gas, Inc.	CANAMERA CORING 1125 BEACH AIRPORT DRIVE CONROE, TX 77304	Master Services Agreement, Dated: 11/15/2018	-
314	Extraction Oil & Gas, Inc.	CANARY LLC 410 17TH STREET SUITE 310 DENVER, CO 80202	Master Services Agreement, Dated: 05/16/2016	-
315	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Cover Letter regarding Agreement to Purchase Oil and Gas Leases, Dated: 04/16/2014	-
316	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter Agreement regarding Amendment to Oil and Gas Leases, Dated: 08/24/2016	-
317	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter Agreement regarding Oil and Gas Lease Purchases, Dated: 01/29/2014	-
318	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter Agreement regarding Oil and Gas Lease Purchases, Dated: 04/16/2014	-
319	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter Agreement regarding Purchase of Oil and Gas Lease and Gas Top Leases DePorte, Dated: 08/14/2014	-
320	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter Agreement regarding Purchase of Oil and Gas Leases - Creek Prospect, Dated: 12/05/2014	-
321	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter Agreement regarding Purchase of Oil and Gas Leases, Dated: 06/12/2014	-
322	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter Agreement regarding Purchase of Oil and Gas Leases, Dated: 06/18/2014	-
323	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter Agreement regarding Purchase Oil and Gas Leases - Grover 7, Dated: 05/15/2014	-
324	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter Agreement regarding Purchase Oil and Gas Leases and Oil and Gas Top Leases - Nunn Prospect, Dated: 08/01/2014	-
325	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter Agreement regarding Purchase Oil and Gas Leases, Dated: 05/15/2014	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
326	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter Agreement regarding Purchase Oil and Gas Leases, Dated: 11/22/2013	-
327	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter Agreement regarding Purchase Oil and Gas Leases, Dated: 12/05/2013	-
328	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter Agreement to Purchase Oil and Gas Leases, Dated: 12/17/2013	-
329	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter regarding Assignment of Oil and Gas Lease - Stateline 2 Prospect Township 11 North - Range 65 West, 6th P.M., Dated: 10/06/2014	-
330	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter regarding Assignment of Oil and Gas Leases - Grover 5 Township 11 North - Range 62 West, 6th p.M Section 31 : Lot 1. Lot 2, E1/2NW 1/4 Weld County. Colorado 162.58 Gross / 81.29 Net Acres, Dated: 09/23/2014	-
331	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter regarding Assignment of Oil and Gas Leases - Nunn 1 Prospect Weld County, Colorado, Dated: 10/14/2014	-
332	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter regarding Letter Agreement to Purchase Oil and Gas Leases - Grover 6 Weld County, Colorado, Dated: 05/07/2014	-
333	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter regarding Letter Agreement to Purchase Oil and Gas Leases - Stateline Prospect Weld County, Colorado, Dated: 09/08/2014	-
334	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter regarding Letter Agreement to Purchase Oil and Gas Leases - Stateline Prospect, Dated: 09/08/2014	-
335	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter regarding Letter Agreement to Purchase Oil and Gas Leases Weld County, Colorado, Dated: 02/21/2014	-
336	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter regarding Letter Agreement to Purchase Oil and Gas Leases Weld County, Colorado, Dated: 05/07/2014	-
337	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter regarding Letter Agreement to Purchase Oil and Gas Leases, Dated: 04/16/2014	-
338	Extraction Oil & Gas, Inc.	CANYON OIL & GAS LLC ATTN: DANIEL M. CASPER, OWNER/MANAGER 6301 ASPEN RIDGE COURT FORT COLLINS, CO 80524	Letter regarding Letter Agreement to Purchase Oil and Gas Leases, Dated: 11/22/2013	-
339	Extraction Oil & Gas, Inc.	CARLISLE, JOSHUA R. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
340	Extraction Oil & Gas, Inc.	CARLISLE, JOSHUA R. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
341	Extraction Oil & Gas, Inc.	CARLISLE, JOSHUA R. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
342	Extraction Oil & Gas, Inc.	CARLISLE, JOSHUA R. ADDRESS ON FILE	Retention Agreement, Dated: 06/09/2020	-
343	Extraction Oil & Gas, Inc.	CARR, RAYMOND ADDRESS ON FILE	Restricted Stock Units, Dated: 03/04/2019	-
344	Extraction Oil & Gas, Inc.	CARRIZO OIL & GAS, INC. ATTN: DOUG REID, VP EXPLORATION 500 DALLAS STREET, SUITE 2300 HOUSTON, TX 77002	Non-Exclusive Seismic Data Use License Agreement - WEP 3D Survey, Adams County, Dated: 10/24/2018	-
345	Extraction Oil & Gas, Inc.	CARTEL DRILLING LLC P.O. BOX 3186 MILLS, WY 82644	Master Services Agreement, Dated: 03/22/2018	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
346	Extraction Oil & Gas, Inc.	CASE, DUSTIN A. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
347	Extraction Oil & Gas, Inc.	CASE, DUSTIN A. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
348	Extraction Oil & Gas, Inc.	CASE, DUSTIN A. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
349	Extraction Oil & Gas, Inc.	CASPER, SEAN F. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
350	Extraction Oil & Gas, Inc.	CASPER, SEAN F. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
351	Extraction Oil & Gas, Inc.	CASPER, SEAN F. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
352	Extraction Oil & Gas, Inc.	CATHEDRAL ENERGY SERVICES INC. 6030 3 STREET SE CALGARY, AB T2H1K2	Master Services Agreement, Dated: 10/02/2017	-
353	Axis Exploration, LLC	CCIG 5660 GREENWOOD PLAZA, STE. 500 GREENWOOD VILLAGE, CO 80111	Surety Agreement - Bond Rider regarding Principal Name Change, Bond No. K09506202, Dated: 03/21/2018	-
354	Axis Exploration, LLC	CCIG 5660 GREENWOOD PLAZA, STE. 500 GREENWOOD VILLAGE, CO 80111	Surety Agreement - Bond Rider regarding Principal Name Change, Bond No. K09506214, Dated: 03/21/2018	-
355	Axis Exploration, LLC	CCIG 5660 GREENWOOD PLAZA, STE. 500 GREENWOOD VILLAGE, CO 80111	Surety Agreement - Bond Rider regarding Principal Name Change, Bond No. K09506226, Dated: 03/21/2018	-
356	Extraction Oil & Gas, Inc.	CCOB WATTENBERG LLC ATTN: TOM METZGER 475 SEVENTEENTH STREET, SUITE 1200 DENVER, CO 80202	Purchase and Sale Agreement, Dated: 01/01/2015	-
357	Extraction Oil & Gas, Inc.	CDK PERFORATING 8101 BOAT CLUB ROAD SUITE 330 FORT WORTH, TX 76179	Master Services Agreement	-
358	Extraction Oil & Gas, Inc.	CDM RESOURCE MANAGEMENT LLC ATTN: BRIAN FREAD AND JORDAN SMITH 600 LONE TREE CIRCLE NUNN, CO 80648	Attachment to Gas Compression Master Service Agreement Dated February 1, 2016 - Compression Service Proposal and Agreement #CSE112031118N	-
359	Extraction Oil & Gas, Inc.	CDM RESOURCE MANAGEMENT LLC ATTN: BRIAN FREAD AND JORDAN SMITH 600 LONE TREE CIRCLE NUNN, CO 80648	Gas Compression Master Service Agreement - Attachment regarding Compression Service Proposal and Agreement, CSE100521118N, Dated: 03/01/2019	-
360	Extraction Oil & Gas, Inc.	CDM RESOURCE MANAGEMENT LLC ATTN: BRIAN FREAD AND JORDAN SMITH 600 LONE TREE CIRCLE NUNN, CO 80648	Gas Compression Master Service Agreement - Attachment regarding Compression Service Proposal and Agreement, CSE100531118N, Dated: 11/20/2018	-
361	Extraction Oil & Gas, Inc.	CDM RESOURCE MANAGEMENT LLC ATTN: BRIAN FREAD AND JORDAN SMITH 600 LONE TREE CIRCLE NUNN, CO 80648	Gas Compression Master Service Agreement - Attachment regarding Compression Service Proposal and Agreement, CSE105611118N, Dated: 03/01/2019	-
362	Extraction Oil & Gas, Inc.	CDM RESOURCE MANAGEMENT LLC ATTN: BRIAN FREAD AND JORDAN SMITH 600 LONE TREE CIRCLE NUNN, CO 80648	Master Service Agreement - Amendment to Compression Service Proposal and Agreements, Dated: 05/01/2020	-
363	Extraction Oil & Gas, Inc.	CDM RESOURCE MANAGEMENT LLC ATTN: BRIAN FREAD AND JORDAN SMITH 600 LONE TREE CIRCLE NUNN, CO 80648	Master Service Agreement - Amendment to Work Order for Compression Services Provided, Dated: 6/2/2016	-
364	Extraction Oil & Gas, Inc.	CDOT - PROPERTY MANAGEMENT 15285 S. GOLDEN ROAD, BLDG. 47 GOLDEN, CO 80401	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Hopper State 9N-34SLHZ Well, Dated: 10/01/2016	-
365	Extraction Oil & Gas, Inc.	CDOT - PROPERTY MANAGEMENT 15285 S. GOLDEN ROAD, APT. 47 GOLDEN, CO 80401	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Hopper State 24N-34SLHZ, Dated: 12/01/2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
366	Extraction Oil & Gas, Inc.	CDOT - PROPERTY MANAGEMENT 15285 S. GOLDEN ROAD, APT. 47 GOLDEN, CO 80401	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Hopper State 4ON-34SLHZ, Dated: 12/01/2016	-
367	Extraction Oil & Gas, Inc.	CENTER FOR TOXICOLOGY AND ENVIRONMENTAL HEALTH - CTEH 5120 NORTSHORE DRIVE NORTH LITTLE ROCK, AR 71118	Master Services Agreement, Dated: 06/30/2016	-
368	Extraction Oil & Gas, Inc.	CENTRAL COLORADO WATER CONSERVANCY DISTRICT C/O RANDY RAY, EXECUTIVE DIRECTOR 3209 W 28TH STREET GREELEY, CO 80634	Water Lease Agreement	-
369	Extraction Oil & Gas, Inc.	CENTRAL COLORADO WATER CONSERVANCY DISTRICT C/O RANDY RAY, EXECUTIVE DIRECTOR 3209 W 28TH STREET GREELEY, CO 80634	Water Lease Agreement, Dated: 01/31/2020	-
370	Extraction Oil & Gas, Inc.	CERTARUS USA LTD PO BOX 10685 MIDLAND, TX 79702	Master Services Agreement, Dated: 07/20/2017	14,537.46
371	Extraction Oil & Gas, Inc.	CERTUS ENERGY SOLUTIONS 15710 JFK BLVD SUITE 140 HOUSTON, TX 77032	Master Services Agreement, Dated: 12/02/2016	-
372	Extraction Oil & Gas, Inc.	CHADIL, SARA ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
373	Extraction Oil & Gas, Inc.	CHADIL, SARA ADDRESS ON FILE	Restricted Stock Units, Dated: 02/05/2018	-
374	Extraction Oil & Gas, Inc.	CHADIL, SARA ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
375	Extraction Oil & Gas, Inc.	CHADIL, SARA ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
376	Extraction Oil & Gas, Inc.	CHANDLER SERVICES, LLC 20701 CR 50 LASALLE, CO 80645	Master Services Agreement, Dated: 02/06/2020	-
377	Extraction Oil & Gas, Inc.	CHAPARRAL ENTERPRISES LLC 20509 WCR 88 AULT, CO 80610	Master Services Agreement, Dated: 12/19/2016	-
378	Extraction Oil & Gas, Inc.	CHAPMAN, JOHN A. ADDRESS ON FILE	Restricted Stock Units, Dated: 07/01/2019	-
379	Extraction Oil & Gas, Inc.	CHARLES SCHWAB & CO., INC. ATTN: MARC MCDONOUGH 9800 SCHWAB WAY LONE TREE, CO 80124	Equity Compensation Plan Service Agreement, Dated: 10/12/2016	-
380	Extraction Oil & Gas, Inc.	CHEMICAL WEED CONTROL, INC. 606 S 14TH ST. BROWNFIELD, TX 79316	Master Services Agreement, Dated: 03/25/2019	362.50
381	Extraction Oil & Gas, Inc.	CHESAPEAKE EXPLORATION, LLC ATTN: HANK SCHEEL 6100 NORTH WESTERN AVENUE OKLAHOMA CITY, OK 73118	Closing Statement, Dated: 02/01/2013	-
382	Extraction Oil & Gas, Inc.	CHESAPEAKE EXPLORATION, LLC ATTN: DOUGLAS J. JACOBSON P.O. BOX 18496 OKLAHOMA CITY, OK 73154-0496	Correction Assignment of Oil and Gas Leases, Dated: 02/01/2013	-
383	Extraction Oil & Gas, Inc.	CHESAPEAKE EXPLORATION, LLC ATTN: DOUGLAS J. JACOBSON 6100 NORTH WESTERN AVENUE OKLAHOMA CITY, OK 73118	Transfer of Oil and Gas Lease, Dated: 02/26/2013	-
384	Extraction Oil & Gas, Inc.	CHRIS A. SCHULTZ ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well (Thornton 15E-432), Dated: 06/01/2014	-
385	Extraction Oil & Gas, Inc.	CHRIST, ERIC J. ADDRESS ON FILE	Employment Agreement, Dated: 11/07/2016	-
386	XOG Services, LLC	CHRIST, ERIC J. ADDRESS ON FILE	Employment Agreement, Dated: 11/07/2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
387	Extraction Oil & Gas, Inc.	CHRIST, ERIC J. ADDRESS ON FILE	Indemnification Agreement, Dated: 12/07/2016	-
388	Extraction Oil & Gas, Inc.	CHRIST, ERIC J. ADDRESS ON FILE	Non-Qualified Stock Options, Dated: 10/04/2017	-
389	Extraction Oil & Gas, Inc.	CHRIST, ERIC J. ADDRESS ON FILE	Participation Agreement - Executive Severance Plan, Dated: 03/04/2020	-
390	Extraction Oil & Gas, Inc.	CHRIST, ERIC J. ADDRESS ON FILE	Performance Cash Award, Dated: 04/05/2019	-
391	Extraction Oil & Gas, Inc.	CHRIST, ERIC J. ADDRESS ON FILE	Performance Share Awards, Dated: 03/01/2018	-
392	Extraction Oil & Gas, Inc.	CHRIST, ERIC J. ADDRESS ON FILE	Performance Share Units, Dated: 04/05/2019	-
393	Extraction Oil & Gas, Inc.	CHRIST, ERIC J. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
394	Extraction Oil & Gas, Inc.	CHRIST, ERIC J. ADDRESS ON FILE	Restricted Stock Units, Dated: 05/03/2018	-
395	Extraction Oil & Gas, Inc.	CHRIST, ERIC J. ADDRESS ON FILE	Retention Agreement, Dated: 06/09/2020	-
396	Extraction Oil & Gas, Inc.	CHRISTOPHER R SMITH ADDRESS ON FILE	Purchase and Sale Agreement, Dated: 03/01/2014	-
397	XOG Services, LLC	CIGNA HEALTH AND LIFE INSURANCE COMPANY PO BOX 188061 CHATTANOOGA, TN 37422-8061	Employee Benefit Agreement - Open Access Plus Plan, Dated: 01/01/2020	-
398	XOG Services, LLC	CIGNA HEALTHCARE PO BOX 188061 CHATTANOOGA, TN 37422-8061	Financial Proposal (SIC Code: 1382/ Account Number: 0614947), Dated: 01/01/2020	-
399	Extraction Oil & Gas, Inc.	CIMARRON ENERGY INC. 11025 EQUITY DRIVE STE 200 HOUSTON, TX 77041	Master Services Agreement, Dated: 06/17/2016	1,890.37
400	Extraction Oil & Gas, Inc.	CISCO SYSTEMS CAPITAL CORPORATION ATTN: THEATRE LEAD, AMERICAS 170 WEST TASMAN DRIVE SAN JOSE, CA 95134	Master Lease and Financing Agreement - No. US-11029766-MLFA-10948 (Soft Costs Only) and Schedule No. US-83304-0001, Dated: 08/01/2019	5,216.67
401	Extraction Oil & Gas, Inc.	CISCO SYSTEMS CAPITAL CORPORATION ATTN: LIZ KINDRED, CUSTOMER CONTRACT MANAGER 170 WEST TASMAN DRIVE SAN JOSE, CA 95134-1706	Master Lease and Financing Agreement - No. US-11029766-MLFA-10948 and Schedule No. US-83615-0001, Dated: 07/05/2019	-
402	Extraction Oil & Gas, Inc.	CISCO SYSTEMS CAPITAL CORPORATION ATTN: THEATRE LEAD, AMERICAS 170 WEST TASMAN DRIVE SAN JOSE, CA 95134	Master Lease and Financing Agreement - No. US-11029766-MLFA-10948 and Schedule No. US-83615-0001, Dated: 09/01/2019	-
403	Extraction Oil & Gas, Inc.	CISCO SYSTEMS CAPITAL CORPORATION ATTN: LIZ KINDRED, CUSTOMER CONTRACT MANAGER 170 WEST TASMAN DRIVE SAN JOSE, CA 95134-1706	Master Lease and Financing Agreement - No. US-11029766-MLFA-10948 and Schedule No. US-84755-0001, Dated: 10/16/2019	-
404	Extraction Oil & Gas, Inc.	CISCO SYSTEMS CAPITAL CORPORATION ATTN: THEATRE LEAD, AMERICAS 170 WEST TASMAN DRIVE SAN JOSE, CA 95134	Master Lease and Financing Agreement - No. US-11029766-MLFA-10948 and Schedule No. US-84755-0001, Dated: 12/01/2019	-
405	Extraction Oil & Gas, Inc.	CISCO SYSTEMS CAPITAL CORPORATION ATTN: LIZ KINDRED, CUSTOMER CONTRACT MANAGER 170 WEST TASMAN DRIVE SAN JOSE, CA 95134-1706	Master Lease and Financing Agreement - No. US-11029766-MLFA-10948, Dated: 10/16/2019	-
406	Extraction Oil & Gas, Inc.	CISCO SYSTEMS CAPITAL CORPORATION ATTN: LIZ KINDRED, CUSTOMER CONTRACT MANAGER 170 WEST TASMAN DRIVE SAN JOSE, CA 95134-1706	Master Lease and Financing Agreement No. US- 11029766-MLFA-10948 and Schedule No. US- 83305-0001, Dated: 09/05/2019	-
407	Extraction Oil & Gas, Inc.	CITY AND COUNTY OF BROOMFIELD ATTN: CITY AND COUNTY MANAGER ONE DESCOMBES DRIVE BROOMFIELD, CO 80020	Easement Grant, Dated: 01/24/2020	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
408	Extraction Oil & Gas, Inc.	CITY AND COUNTY OF BROOMFIELD ATTN: CITY AND COUNTY MANAGER ONE DESCOMBES DRIVE BROOMFIELD, CO 80020	Oil and Gas Operator Agreement - Amended and Restated, Dated: 10/24/2017	-
409	Extraction Oil & Gas, Inc.	CITY AND COUNTY OF BROOMFIELD ATTN FISCAL SERVICES 1 DESCOMBES DRIVE BROOMFIELD, CO 80020	Oil and Gas Operator Agreement - Resolution No. 2017-186, Dated: 10/24/2017	-
410	Extraction Oil & Gas, Inc.	CITY AND COUNTY OF BROOMFIELD ATTN FISCAL SERVICES 1 DESCOMBES DRIVE BROOMFIELD, CO 80020	Reimbursement Agreement for Construction of Turn Lane Improvements at the West 160th Avenue and Huron Street Intersection	-
411	Extraction Oil & Gas, Inc.	CITY AND COUNTY OF BROOMFIELD ATTN: CITY AND COUNTY MANAGER ONE DESCOMBES DRIVE BROOMFIELD, CO 80020	Settlement Agreement General Release and Waiver of Claims, Dated: 10/24/2017	-
412	Axis Exploration, LLC	CITY OF AURORA, COLORADO ATTN: CITY ATTORNEY CITY ATTORNEY'S OFFICE 15151 E. ALAMEDA PKWY, #5300 AURORA, CO 80012	License or Permit Bond, Bond No. LPM9325482	-
413	Axis Exploration, LLC	CITY OF AURORA, COLORADO ATTN: CITY ATTORNEY CITY ATTORNEY'S OFFICE 15151 E. ALAMEDA PKWY, #5300 AURORA, CO 80012	Oil and Gas Operator Agreement	-
414	Axis Exploration, LLC	CITY OF AURORA, COLORADO ATTN: CITY ATTORNEY CITY ATTORNEY'S OFFICE 15151 E. ALAMEDA PKWY, #5300 AURORA, CO 80012	Oil and Gas Operator Agreement, Dated: 07/24/2019	-
415	Axis Exploration, LLC	CITY OF AURORA, COLORADO ATTN: GENERAL MANAGER, AURORA WATER 15151 E. ALAMEDA PKWY, #5300 AURORA, CO 80012-1555	Services Agreement - Delivery of Water, Dated: 08/06/2019	-
416	Axis Exploration, LLC	CITY OF AURORA, COLORADO ATTN: CITY ATTORNEY CITY ATTORNEY'S OFFICE 15151 E. ALAMEDA PKWY, #5300 AURORA, CO 80012	Surety Agreement - Road bond for Jamaso Well Pad Development, Bond No. LPM9297817	-
417	Extraction Oil & Gas, Inc.	CITY OF COMMERCE CITY ATTN: DIRECTOR OF COMMUNITY DEVELOPMENT 7887 E 60TH AVE. COMMERCE CITY, CO 80022	Oil and Gas Regional Operator Agreement	-
418	Extraction Oil & Gas, Inc.	CITY OF COMMERCE CITY ATTN: DIRECTOR OF COMMUNITY DEVELOPMENT 7887 E. 60TH AVE. COMMERCE CITY, CO 80022	Oil and Gas Regional Operator Agreement, Dated: 09/18/2019	-
419	Extraction Oil & Gas, Inc.	CITY OF GREELEY ATTN: WATER AND SEWER DEPARTMENT 1100 10TH STREET GREELEY, CO 80631	Declaration of Pooling and Unit Designation regarding Township 6 North, Range 66 West, 6th P.M. Section 36: S2N2 & N2S2 Containing 320 Acres, More or Less Limited to the Hiner 36C-24W, Dated: 06/17/2014	-
420	Extraction Oil & Gas, Inc.	CITY OF GREELEY ATTN: WATER AND SEWER DEPARTMENT 1100 10TH STREET GREELEY, CO 80631	Declaration of Pooling and Unit Designation, Dated: 06/17/2014	-
421	Extraction Oil & Gas, Inc.	CITY OF GREELEY ATTN: WATER AND SEWER DEPARTMENT 1100 10TH STREET GREELEY, CO 80631	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
422	Extraction Oil & Gas, Inc.	CITY OF GREELEY 1100 TENTH STREET, #401 GREELEY, CO 80631	Model Form Operating Agreement, Dated: 05/01/2015	-
423	Extraction Oil & Gas, Inc.	CITY OF GREELEY ATTN: DEVELOPMENT REVIEW MANAGER 1100 10TH STREET, SUITE 402 GREELEY, CO 80631	Roadway and Water Infrastructure Agreement	-
424	Extraction Oil & Gas, Inc.	CITY OF GREELEY ATTN: DEVELOPMENT REVIEW MANAGER 1100 10TH STREET, SUITE 402 GREELEY, CO 80631	Roadway Maintenance Agreement	-
425	Extraction Oil & Gas, Inc.	CITY OF GREELEY 1000 10TH STREET GREELEY, CO 80631	Voluntary Disclosure Agreement, Dated: 10/31/2017	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
426	Extraction Oil & Gas, Inc.	CITY OF LAFAYETTE ATTN: JOLIETTE WOODSON, TRANSPORTATION ENGINEER 1290 SOUTH PUBLIC ROAD LAFAYETTE, CO 80026	Road Damage Remediation Agreement, Dated: 11/25/2019	-
427	Extraction Oil & Gas, Inc.	CLAASSEN, MARK ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
428	Extraction Oil & Gas, Inc.	CLAASSEN, MARK ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
429	Extraction Oil & Gas, Inc.	CLAASSEN, MARK ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
430	Extraction Oil & Gas, Inc.	CLAASSEN, MARK ADDRESS ON FILE	Restricted Stock Units, Dated: 12/04/2017	-
431	Extraction Oil & Gas, Inc.	CLARKE & CO., INC. 3017 HWY 50 GRAND JUNCTION, CO 81503	Master Services Agreement, Dated: 01/10/2019	-
432	Extraction Oil & Gas, Inc.	CLEAN HARBORS SURFACE RENTALS USA INC 2700 - 61 AVENUE SE CALGARY, AB T2C4V2	Master Services Agreement	150,800.36
433	Extraction Oil & Gas, Inc.	CO DIVISION OF PARKS AND WILDLIFE 1313 SHERMAN ST 6TH FL DENVER, CO 80203	Surety Agreement - Temporary Access Easement, Bond No. K09506317	-
434	Extraction Oil & Gas, Inc.	CO STATE BOARD OF LAND COMMISSIONERS 1127 SHERMAN STREET STE 300 DENVER, CO 80203-2206	Surety Agreement - Road Access Permit No. 726, Bond No. K09161442	-
435	Extraction Oil & Gas, Inc.	COBALT OIL & GAS, LLC ATTN: JACKIE HANEY 999 18TH ST, SUITE 3370 DENVER, CO 80202	Exchange Agreement, Dated: 08/01/2017	-
436	Extraction Oil & Gas, Inc.	CODE 4 SECURITY SERVICES, LLC. 1501 S. LEMAY AVE., STE. 201 FORT COLLINS, CO 80524	Master Services Agreement	-
437	Extraction Oil & Gas, Inc.	COGENT COMMUNICATIONS, INC. ATTN: SHERRY STAIGER, SALES ACCOUNT MANAGER 2450 N STREET NW WASHINGTON, DC 20037	Services Agreement - Customer Order Form Ethernet Point-to-Point and VPLS Services, Dated: 01/31/2019	8,894.22
438	Extraction Oil & Gas, Inc.	COGENT COMMUNICATIONS, INC. ATTN: SHERRY STAIGER, SALES ACCOUNT MANAGER 2450 N STREET NW WASHINGTON, DC 20037	Services Agreement - Internet Access, Dated: 03/19/2019	-
439	Extraction Oil & Gas, Inc.	COIL TUBING PARTNERS LLC PO BOX 80791 LAFAYETTE, LA 70508	Master Services Agreement, Dated: 07/15/2016	-
440	Extraction Oil & Gas, Inc.	COLONY IMPROVEMENT CORP 1408 N. 26TH AVE. GREELEY, CO 80631	Declaration of Pooling and Unit Designation, Dated: 06/17/2014	-
441	Extraction Oil & Gas, Inc.	COLONY IMPROVEMENT CORPORATION 1408 N. 26TH AVE. GREELEY, CO 80631	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
442	8 North, LLC	COLORADO CATTLEMAN'S AGRICULTURAL LAND TRUST 8833 RALSTON ROAD ARVADA, CO 80002	Tolling Agreement, Dated: 3/10/2020	-
443	Extraction Oil & Gas, Inc.	COLORADO ENERGY MINERALS, INC. PO BOX 899 DENVER, CO 80201	Model Form Operating Agreement regarding Brown 23P-321 and Brown 23P-201, Dated: 09/06/2016	-
444	Extraction Oil & Gas, Inc.	COLORADO ENERGY MINERALS, INC. PO BOX 899 DENVER, CO 80201	Model Form Operating Agreement regarding Clark 14J-223 and Clark 14J-303, Dated: 10/05/2016	-
445	Extraction Oil & Gas, Inc.	COLORADO ENERGY MINERALS, INC. PO BOX 899 DENVER, CO 80201	Model Form Operating Agreement regarding Horizontal Well (Clark 14M-343), Dated: 10/05/2016	-
446	Extraction Oil & Gas, Inc.	COLORADO ENERGY MINERALS, INC. PO BOX 899 DENVER, CO 80201	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated September 6, 2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
447	Extraction Oil & Gas, Inc.	COLORADO INTERSTATE GAS COMPANY, L.L.C. ATTN: MARKETING DEPARTMENT PO BOX 1087 COLORADO SPRINGS, CO 80944	FERC Gas Tariff - Second Revised Volume No. 1	-
448	Axis Exploration, LLC	COLORADO OIL & GAS CONSERVATION COMMISSION 1120 LINCOLN STREET, SUITE 801 DENVER, CO 80203	Surety Agreement - Bond Rider regarding Principal Name Change, Bond No. K09506202, Dated: 03/21/2018	-
449	Axis Exploration, LLC	COLORADO OIL & GAS CONSERVATION COMMISSION 1120 LINCOLN STREET, SUITE 801 DENVER, CO 80203	Surety Agreement - Bond Rider regarding Principal Name Change, Bond No. K09506214, Dated: 03/21/2018	-
450	Axis Exploration, LLC	COLORADO OIL & GAS CONSERVATION COMMISSION 1127 SHERMAN ST. DENVER, CO 80203	Surety Agreement - Bond Rider regarding Principal Name Change, Bond No. K09506226, Dated: 03/21/2018	-
451	Axis Exploration, LLC	COLORADO OIL & GAS CONSERVATION COMMISSION 1120 LINCOLN STREET, SUITE 801 DENVER, CO 80203	Surety Agreement - Increase Penalty Rider to Bond, Bond No. K09506202, Dated: 09/25/2018	-
452	Extraction Oil & Gas, Inc.	COLORADO OIL & GAS CONSERVATION COMMISSION 1120 LINCOLN STREET SUITE 801 DENVER, CO 80203	Surety Agreement - Produced water bond for Merlin/Raindance (aka "Windsor Water System") line , Bond No. LPM9338007	-
453	Extraction Oil & Gas, Inc.	COLORADO SEALS, INC 7285 SOUTH REVERE PARKWAY #701 CENTENNIAL, CO 80112	Master Services Agreement, Dated: 07/08/2019	-
454	Extraction Oil & Gas, Inc.	COLORADO STATE BANK AND TRUST ATTN: GEORGE KUBIN CORPORATE TRUST SERVICES 1600 BROADWAY 3RD FLOOR DENVER, CO 80202	Escrow Agreement to the Purchase and Sale Agreement, Dated: 07/29/2016	-
455	Extraction Oil & Gas, Inc.	COLTER ENERGY SERVICES USA INC 4500 8TH STREET NW MINOT, ND 58703	Master Services Agreement, Dated: 07/06/2017	-
456	Extraction Oil & Gas, Inc.	COMMETTE JR, WILLIAM E. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
457	Extraction Oil & Gas, Inc.	COMMETTE JR, WILLIAM E. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
458	Extraction Oil & Gas, Inc.	COMMETTE JR, WILLIAM E. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
459	Extraction Oil & Gas, Inc.	CONCORD ENERGY LLC ATTN: STEPHEN TSAI, GENERAL COUNSEL 1401 17TH STREET, SUITE 1500 DENVER, CO 80202	Limited Conflict Waiver, Dated: 04/22/2019	-
460	Extraction Oil & Gas, Inc.	CONFLUENCE DJ LLC ATTN: BILL NICAS 1001 17TH STREET, SUITE 1250 DENVER, CO 80202	Assignment, Conveyance, and Bill of a Sale and Letter Agreement to Sale, Dated: 04/01/2018	-
461	Extraction Oil & Gas, Inc.	CONFLUENCE DJ LLC ATTN: BILL NICAS 1001 17TH STREET, SUITE 1250 DENVER, CO 80202	Joint Use Agreement, Dated: 04/17/2018	-
462	Extraction Oil & Gas, Inc.	CONFLUENCE DJ LLC ATTN: BILL NICAS 1001 17TH STREET, SUITE 1250 DENVER, CO 80202	Joint Use Agreement, Dated: 04/17/2018	-
463	Extraction Oil & Gas, Inc.	CONFLUENCE DJ LLC ATTN: WILLIAM E. NICAS 1001 17TH STREET, SUITE 1250 DENVER, CO 80202	Letter Agreement - Sale of Township 1 South Range 65 West, 6th PM Parts of Sections 4 and 9 Adams County, CO, Dated: 04/01/2018	-
464	Extraction Oil & Gas, Inc.	CONFLUENCE DJ LLC ATTN: BILL NICAS 1001 17TH STREET, SUITE 1250 DENVER, CO 80202	Letter Agreement regarding Township 1 South Range 65 West, 6th P.M. Parts of Section 4 and 9 Adams County, Colorado, Dated: 04/01/2018	-
465	Extraction Oil & Gas, Inc.	CONFLUENCE RESOURCES LP 1001 17TH STREET, SUITE 1250 DENVER, CO 80202	Non-Exclusive Seismic Data Use License Agreement - Third Creek 3D Survey (Partial Survey), Adams County, Dated: 02/23/2018	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
466	Extraction Oil & Gas, Inc.	CONFLUENCE RESOURCES LP ATTN: ROBERT STERLING 1001 17TH STREET, SUITE 1250 DENVER, CO 80202	Non-Exclusive Seismic Data Use License Agreement - Third Creek 3D Survey (partial Survey), Adams County, Dated: 08/31/2017	-
467	Axis Exploration, LLC	CONOCOPHILLIPS COMPANY ATTN: CENTRAL ROCKIES LAND SUPERVISOR 600 NORTH DAIRY ASHFORD HOUSTON, TX 77079	Lease Exchange Agreement, Dated: 07/31/2017	-
468	Axis Exploration, LLC	CONOCOPHILLIPS COMPANY ATTN: LINDSAY B. WEDDLE, ATTORNEY-IN-FACT 34501 E QUINCY AVE WATKINS, CO 80137	Partial Road Easement Assignment and Road Use and Maintenance Agreement	-
469	Extraction Oil & Gas, Inc.	CONSOLIDATED RESOURCE LLC. 418 NORTH 9TH AVENUE GREELEY, CO 80631	Master Services Agreement, Dated: 08/21/2019	-
470	Extraction Oil & Gas, Inc.	CONTINENTAL CASUALTY COMPANY 23453 NETWORK PLACE CHICAGO, IL 60673	Insurance Policy No. 652041944 - Excess A-Side Director & Officer	-
471	Extraction Oil & Gas, Inc.	CONTRERAS FIELD SERVICES LLC 30401 COUNTY RD 78 EATON, CO 80615	Master Services Agreement, Dated: 05/20/2019	-
472	Extraction Oil & Gas, Inc.	CONVERCENT, INC. ATTN: CHUCK BOYLE AND ZACK MARTIN 929 BROADWAY DENVER, CO 80203	Professional Services - Order Form, Quick-Start Implementation Package	-
473	Extraction Oil & Gas, Inc.	COOPER ASSOCIATES ATTN: STEVE RIBBENS, PRESIDENT 11762 LARKSPUR DR. PARKER, CO 80134-7130	Agreement for Agency Referrals, Dated: 10/06/2017	-
474	Extraction Oil & Gas, Inc.	CORE TECH WIRELINE SERVICES P. O. BOX 336578 GREELEY, CO 80633	Master Services Agreement, Dated: 07/16/2016	-
475	Extraction Oil & Gas, Inc.	COREY D. HOUTCHIN & ANGELA DIODATI, JT ADDRESS ON FILE	Model Form Operating Agreement regarding Dalton 24Q-441 Horizontal Well, Dated: 02/02/2013	-
476	Extraction Oil & Gas, Inc.	COREY D. HOUTCHIN & ANGELA DIODATI, JT ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well (Dalton 24Q-241), Dated: 02/01/2013	-
477	Extraction Oil & Gas, Inc.	COREY D. HOUTCHIN & ANGELA DIODATI, JT ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well (Dalton 24Q-241), Dated: 03/01/2013	-
478	Extraction Oil & Gas, Inc.	COREY D. HOUTCHIN & ANGELA DIODATI, JT ADDRESS ON FILE	Model Form Recording Supplement to Operating Agreement and Financing Statement, Dated: 03/01/2013	-
479	Extraction Oil & Gas, Inc.	COUNTRY MUD LLC 1265 PIERCE ST LAKEWOOD, CO 80214	Master Services Agreement, Dated: 09/04/2019	-
480	Extraction Oil & Gas, Inc.	COUPENS, CAITLIN ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
481	Extraction Oil & Gas, Inc.	COUPENS, CAITLIN ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
482	Extraction Oil & Gas, Inc.	COUPENS, CAITLIN ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
483	Extraction Oil & Gas, Inc.	COUPENS, CAITLIN ADDRESS ON FILE	Restricted Stock Units, Dated: 06/28/2017	-
484	Extraction Oil & Gas, Inc.	COVENANT TESTING TECHNOLOGIES LLC 1600 HIGHWAY 6 SUITE 360 SUGAR LAND, TX 77478	Master Services Agreement, Dated: 04/21/2016	254,528.75
485	Extraction Oil & Gas, Inc.	CR 76, LLC ATTN: MARTIN LIND, MANAGER 1625 PELICAN LAKES POINT, SUITE 201 WINDSOR, CO 80550	Agency Agreement, Dated: 05/11/2015	-
486	8 North, LLC	CRESTONE PEAK RESOURCES HOLDINGS LLC ATTN: DIRECTOR OF LAND 1801 CALIFORNIA STREET, SUITE 2500 DENVER, CO 80202	Exchange and Acquisition Agreement, Dated: 01/01/2018	-
487	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES HOLDINGS LLC ATTN: DIRECTOR OF LAND 1801 CALIFORNIA STREET, SUITE 2500 DENVER, CO 80202	Exchange and Acquisition Agreement, Dated: 01/01/2018	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
488	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES HOLDINGS LLC 370 17TH STREET, 21ST FLOOR DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Camenisch State 23N2-34HZ, Dated: 01/01/2017	-
489	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES HOLDINGS LLC 370 17TH STREET, 21ST FLOOR DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Camenisch State 23N-34HZ, Dated: 01/01/2017	-
490	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES HOLDINGS LLC 370 17TH STREET, 21ST FLOOR DENVER, CO 80202	Model Form Operating Agreement regarding Camenisch State 23N3-34HZ, Dated: 01/01/2017	-
491	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES HOLDINGS LLC ATTN: SHEA KAUFFMAN AND DAVID A. STEWART 1801 CALIFORNIA STREET, SUITE 2500 DENVER, CO 80202	Third Party Professional Agreement, Dated: 05/30/2019	-
492	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating (Wellbore Specific Agreement) regarding Morgan Hills 1H-7H-A168, Dated: 11/15/2016	-
493	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1A-7H-A168, Dated: 11/15/2016	-
494	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1B-7H-A168, Dated: 11/15/2016	-
495	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1C-7H-A168, Dated: 11/15/2016	-
496	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1D-7H-A168, Dated: 11/15/2016	-
497	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1E-7H-A168, Dated: 11/15/2016	-
498	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1F-7H-A168, Dated: 11/15/2016	-
499	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1I-7H-A168, Dated: 11/15/2016	-
500	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 5300 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley- Becky 2A-7H-E168 wellbore, Dated: 10/03/2016	-
501	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley- Becky 2B-7H-E168 wellbore, Dated: 10/03/2016	-
502	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley- Becky 2C-7H-E168 Wellbore, Dated: 10/03/2016	-
503	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Becky 2D-7H-E168, Dated: 10/03/2016	-
504	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Becky 2E-7H-E168, Dated: 10/03/2016	-
505	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-SOSA 2A-7H-E168, Dated: 10/03/2016	-
506	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Sosa 2E7H-E168, Dated: 10/03/2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
507	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Sosa 2F-7H-E168, Dated: 11/08/2016	-
508	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Sosa 2G-7H-E168, Dated: 11/08/2016	-
509	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement regarding Limited to the Woolley-Sosa 2B-7H- E168 Wellbore, Dated: 10/03/2016	-
510	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement regarding Limited to the Woolley-Sosa 2C-7H- E168 Wellbore, Dated: 10/03/2016	-
511	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement regarding Morgan Hills 1G-7H-A168, Dated: 11/15/2016	-
512	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Woolley-Becky 2F-7H-E168, Dated: 10/03/2016	-
513	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Woolley-Becky 2G-7H-E168, Codell Formation, Dated: 10/03/2016	-
514	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Woolley-Becky 2G-7H-E168, Niobara Formation, Dated: 10/03/2016	-
515	Extraction Oil & Gas, Inc.	CRESTONE PEAK RESOURCES OPERATING LLC ATTN: SHEILA FRAZIER 370 17TH STREET, SUITE 2170 DENVER, CO 80202	Model Form Operating Agreement regarding WOOLLEY-SOSA 2D7H-E168, Dated: 10/03/2016	-
516	Extraction Oil & Gas, Inc.	CREWDSON, CHRISTOPHER ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
517	Extraction Oil & Gas, Inc.	CREWDSON, CHRISTOPHER ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
518	Extraction Oil & Gas, Inc.	CREWDSON, CHRISTOPHER ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
519	Extraction Oil & Gas, Inc.	CREWDSON, CHRISTOPHER ADDRESS ON FILE	Restricted Stock Units, Dated: 09/06/2017	-
520	Extraction Oil & Gas, Inc.	CROSSENERGY 1407 60TH AVENUE GREELEY, CO 80634	Master Services Agreement, Dated: 01/17/2019	-
521	Extraction Oil & Gas, Inc.	CRUSOE ENERGY SYSTEMS INC. 1660 17TH ST., SUITE 325 DENVER, CO 80202	Master Services Agreement, Dated: 12/31/2018	12,750.00
522	Extraction Oil & Gas, Inc.	CRUSOE ENERGY SYSTEMS, INC. ATTN: CULLY CAVNESS 1660 17TH ST., SUITE 350 DENVER, CO 80202	Digital Flare Mitigation Service Agreement	-
523	Extraction Oil & Gas, Inc.	CRUX LEGAL LLC ATTN: SEAN BAKER 112 NORTH RUBEY DRIVE, SUITE 120 GOLDEN, CO 80403	Contingent Fee Agreement and Disclosure Statement, Dated: 03/01/2020	-
524	Extraction Oil & Gas, Inc.	CSE ICON 100 CENTRAL ST SUITE 100 LAFAYETTE, LA 70501	Master Services Agreement, Dated: 12/27/2017	-
525	Extraction Oil & Gas, Inc.	CSI COMPRESSCO LP ATTN: MATTHEW PITCOCK, VICE PRESIDENT 24955 I-45 NORTH THE WOODLANDS, TX 77380	Letter regarding Discounted Monthly Service Fee, Dated: 04/01/2020	4,503.26
526	Extraction Oil & Gas, Inc.	CSI COMPRESSCO LP 24955 INTERSTATE 45 NORTH THE WOODLANDS, TX 77380	Master Services Agreement, Dated: 04/23/2018	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
527	Extraction Oil & Gas, Inc.	CSI COMPRESSCO OPERATING LLC ATTN: MATTHEW PITCOCK, VICE PRESIDENT 24955 I-45 NORTH THE WOODLANDS, TX 77380	Master Compression Services Agreement - Service Order No. SO-009358 - Houlihan 4/64 22A 21-1, Weld County, Colorado, Dated: 04/01/2020	-
528	Extraction Oil & Gas, Inc.	CSI COMPRESSCO OPERATING LLC ATTN: MATTHEW PITCOCK, VICE PRESIDENT 24955 I-45 NORTH THE WOODLANDS, TX 77380	Master Compression Services Agreement - Service Order No. SO-009359 - Nelson Farms, Weld County, Colorado, Dated: 04/01/2020	-
529	Extraction Oil & Gas, Inc.	CSI COMPRESSCO OPERATING LLC ATTN: MATTHEW PITCOCK, VICE PRESIDENT 24955 I-45 NORTH THE WOODLANDS, TX 77380	Master Compression Services Agreement - Service Order No. SO-009360 - Kaufman PC GL20-68HN, Weld County, Colorado, Dated: 04/01/2020	-
530	Extraction Oil & Gas, Inc.	CSI COMPRESSCO OPERATING LLC ATTN: MATTHEW PITCOCK, VICE PRESIDENT 24955 I-45 NORTH THE WOODLANDS, TX 77380	Master Compression Services Agreement - Service Order No. SO-009361 - DF Ranch PC GK02-77HN, Weld County, Colorado, Dated: 04/01/2020	-
531	Extraction Oil & Gas, Inc.	CTAP LLC 2585 TRAILRIDGE DR E LAFAYETTE, CO 80026	Master Services Agreement, Dated: 04/27/2017	-
532	Extraction Oil & Gas, Inc.	CTL CORP P.O. BOX 331 HICO, TX 76457	Master Services Agreement, Dated: 07/21/2015	9,452.26
533	Extraction Oil & Gas, Inc.	CUB CREEK ENERGY, LLC 200 PLAZA DRIVE, SUITE 100 HIGHLANDS RANCH, CO 80129	Non-Exclusive Seismic Data Use License Agreement - Windsor 3D Survey, Weld County, Dated: 07/20/2018	-
534	Extraction Oil & Gas, Inc.	CUB CREEK ENERGY, LLC ATTN: DANIEL J. BERBERICK 200 PLAZA DRIVE, SUITE 100 HIGHLANDS RANCH, CO 80129	Non-Exclusive Seismic Data Use License re: Longmont 3D Survey, Weld County, Dated: 07/20/2018	-
535	Extraction Oil & Gas, Inc.	CUSTOM ENVIRONMENTAL SERVICES 8041 W. I-70 FRONTAGE RD, UNIT #11 ARVADA, CO 80002	Master Services Agreement, Dated: 07/29/2016	-
536	Extraction Oil & Gas, Inc.	CUSTOMER FANATIX, LLC 18555 E. SMOKY HILL ROAD #1481 CENTENNIAL, CO 80015	Consulting Agreement - Moderating Focus Groups, Dated: 05/05/2017	-
537	Extraction Oil & Gas, Inc.	CUSTOMER FANATIX, LLC 18555 E. SMOKY HILL ROAD #1481 CENTENNIAL, CO 80015	Professional Services Agreement	-
538	Extraction Finance Corp.	CYCLONE DRILLING INC. ATTN: PAUL HLADKY, VICE PRESIDENT PO BOX 908 GILLETTE, WY 82717	Amendment Letter Agreement to the IADC Daywork Drilling Contract - U.S. for Rig 37, Dated: 05/15/2017	-
539	Extraction Oil & Gas, Inc.	CYCLONE DRILLING INC. 8800 MOHAN ROAD GILLETTE, WY 82718	Daywork Drilling Contract - Drilling Bid Proposal, Dated: 11/03/2016	-
540	Extraction Oil & Gas, Inc.	DALBO TANK SERVICE PO BOX 1168 355 S 1000 E VERNAL, UT 84078	Master Services Agreement	2,049.63
541	Extraction Oil & Gas, Inc.	DANOS LLC 3878 W. MAIN STREET GRAY, LA 70359	Master Services Agreement	-
542	Extraction Oil & Gas, Inc.	DARRELL D. WELLS ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
543	Extraction Oil & Gas, Inc.	DATABANK IMX, LLC ATTN: CHARLES BASS, SENIOR SOLUTIONS CONSULTANT 2720 REED RD SUITE 240 HOUSTON, TX 77051	Extraction Oil Lease File Digitization - Statement of Work, Dated: 05/15/2017	1,044.68
544	Extraction Oil & Gas, Inc.	DATABANK IMX, LLC ATTN: CHARLES BASS, SENIOR SOLUTIONS CONSULTANT 2720 REED RD SUITE 240 HOUSTON, TX 77051	Services Agreement - Addendum #1 to the SOW	-
545	Extraction Oil & Gas, Inc.	DATASITE, LLC ATTN: LEAH M JONES, DIRECTOR 733 S. MARQUETTE AVE MINNEAPOLIS, MN 55402	Statement of Work - Agreement No. 2004113257, Dated: 04/14/2020	49,786.68
546	Extraction Oil & Gas, Inc.	DAVID D. HILL ADDRESS ON FILE	Model Form Operating Agreement regarding Dalton 24Q-441 Horizontal Well, Dated: 02/01/2013	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
547	Extraction Oil & Gas, Inc.	DAVID D. HILL ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well (Dalton 24Q-241), Dated: 02/01/2013	-
548	Extraction Oil & Gas, Inc.	DAVID D. HILL ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well (Dalton 24Q-241), Dated: 03/01/2013	-
549	Extraction Oil & Gas, Inc.	DAVID D. HILL ADDRESS ON FILE	Model Form Recording Supplement to Operating Agreement and Financing Statement, Dated: 03/01/2013	-
550	Extraction Oil & Gas, Inc.	DAVID MIRACLE AND TAMMY MIRACLE ADDRESS ON FILE	Declaration of Pooling and Unit Designation, Dated: 06/17/2014	-
551	Extraction Oil & Gas, Inc.	DAVID MIRACLE AND TAMMY MIRACLE ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
552	Extraction Oil & Gas, Inc.	DAY, JOHNATHON ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
553	Extraction Oil & Gas, Inc.	DAY, JOHNATHON ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
554	Extraction Oil & Gas, Inc.	DAY, JOHNATHON ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
555	Extraction Oil & Gas, Inc.	DBI, INC. 15440 W. 109TH ST. LENEXA, KS 66219	Master Services Agreement, Dated: 11/29/2018	2,632.00
556	Extraction Oil & Gas, Inc.	DCP MIDSTREAM, LP ATTN: MICHAEL WOLFE 6120 S YALE, STE 300 TULSA, OK 74136	Letter regarding Letter-In-Lieu of Transfer Order Weld, County CO; Larimer County, WY, Dated: 07/18/2014	103,401.28
557	Extraction Oil & Gas, Inc.	DCP OPERATING COMPANY, LP ATTN: MANAGING DIRECTOR, WELD ASSET 5718 WESTHEIMER ROAD, SUITE 1900 HOUSTON, TX 77057	Facilities Expansion and Risk Sharing Agreement (Plant 10 Agreement), dated December 15, 2016	93,950.00
558	Extraction Oil & Gas, Inc.	DCP OPERATING COMPANY, LP ATTN: MANAGING DIRECTOR, WELD ASSET 5718 WESTHEIMER ROAD, SUITE 1900 HOUSTON, TX 77057	Facilities Expansion and Risk Sharing Agreement (Plant 11 Agreement), dated May 15, 2017	-
559	Extraction Oil & Gas, Inc.	DCP OPERATING COMPANY, LP ATTN: REVENUE ACCOUNTING 370 17TH STREET, SUITE 2500 DENVER, CO 80203	Gas Purchase Contract - Amended and Restated , Dated: 02/01/2019	-
560	Extraction Oil & Gas, Inc.	DCP OPERATING COMPANY, LP ATTN: CONTRACT ADMINISTRATION 5718 WESTHEIMER ROAD, SUITE 1900 HOUSTON, TX 77057	Gas Purchase Contract - Amended and Restated , WEL0360000, Dated: 02/01/2019	-
561	Extraction Oil & Gas, Inc.	DEBORAH K. LOPEZ, JOINT TENANT ADDRESS ON FILE	Model Form Operating Agreement regarding Thornton 14K-441, Dated: 10/01/2015	-
562	Extraction Oil & Gas, Inc.	DECKER, CASEY ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
563	Extraction Oil & Gas, Inc.	DECKER, CASEY ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
564	Extraction Oil & Gas, Inc.	DECKER, CASEY ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
565	Extraction Oil & Gas, Inc.	DECOLLEMENT CONSULTING 13300 BRAUN RD GOLDEN, CO 80401	Master Services Agreement, Dated: 07/12/2018	-
566	8 North, LLC	DEL RIO ROYALTY COMPANY, LLC ATTN: BEN SCHUESSLER OR CRAIG BREDE 3400 SOUTH BROADWAY AVENUE, SUITE 100 ENGLEWOOD, CO 80113	Asset Purchase Agreement, Dated: 10/01/2019	-
567	Extraction Oil & Gas, Inc.	DEL RIO ROYALTY COMPANY, LLC ATTN: BEN SCHUESSLER OR CRAIG BREDE 3400 SOUTH BROADWAY AVENUE, SUITE 100 ENGLEWOOD, CO 80113	Asset Purchase Agreement, Dated: 10/01/2019	-
568	Extraction Oil & Gas, Inc.	DELOITTE & TOUCHE PRODUCTS COMPANY LLC ATTN: MATTHEW BURLEY 1601 WEWATTA STREET, SUITE 400 DENVER, CO 80202	Software License Agreement	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
569	Extraction Oil & Gas, Inc.	DELOITTE TAX LLP PO BOX 844736 DALLAS, TX 75284-4736	Consulting Services Agreement, Dated: 06/11/2020	-
570	XOG Services, LLC	DEPARTMENT OF HOMELAND SECURITY 2707 MARTIN LUTHER KING JR AVE SE WASHINGTON, DC 20528-0525	Memorandum of Understanding - Web Services Employers	-
571	Extraction Oil & Gas, Inc.	DESERT NDT, LLC DBA SHAWCOR 5875 N SAM HOUSTON PARKWAY WEST, SUITE 200 HOUSTON, TX 77086	Master Services Agreement, Dated: 06/22/2016	1,172.50
572	Extraction Oil & Gas, Inc.	DGW ENERGY SERVICES, LLC 4172 MEADOWVIEW COURT EVANS, CO 80620	Master Services Agreement, Dated: 12/18/2018	1,147.50
573	Extraction Oil & Gas, Inc.	DIANE GROOTENHAAR ADDRESS ON FILE	Confidential Separation and General Release Agreement, Dated: 08/15/2017	-
574	Extraction Oil & Gas, Inc.	DILIGENT CORPORATION ATTN: GENERAL COUNSEL 1385 BROADWAY, 19TH FLOOR NEW YORK, NY 10018	Service Agreement - Internet-Based Portal, Dated: 10/31/2016	-
575	Extraction Oil & Gas, Inc.	DIRECTIONAL PLUS, LLC 5242 ROCKHILL STREET TIMNATH, CO 80547	Master Services Agreement	-
576	Extraction Oil & Gas, Inc.	DISCOVERY DJ MARKETING LLC ATTN: CONTRACT ADMINISTRATION 7859 WALNUT HILL LANE, SUITE 335 DALLAS, TX 75230	Crude Oil Purchase Agreement, Dated: 02/20/2018	-
577	Extraction Oil & Gas, Inc.	DISCOVERY DJ SERVICES, LLC ATTN: STEVEN MEISEL 7859 WALNUT HILL LANE, SUITE 335 DALLAS, TX 75230	Gas Gathering, Processing and Purchase Agreement - Amendment, Dated: 05/24/2018	-
578	Extraction Oil & Gas, Inc.	DISCOVERY DJ SERVICES, LLC ATTN: STEVEN MEISEL 7859 WALNUT HILL LANE, SUITE 335 DALLAS, TX 75230	Gas Gathering, Processing and Purchase Agreement - Amendment, Dated: 05/24/2018	-
579	Extraction Oil & Gas, Inc.	DISCOVERY DJ SERVICES, LLC ATTN: STEVEN MEISEL 7859 WALNUT HILL LANE, SUITE 335 DALLAS, TX 75230	Gas Gathering, Processing and Purchase Agreement, Dated: 03/06/2018	-
580	Extraction Oil & Gas, Inc.	DISCOVERY DJ SERVICES, LLC ATTN: STEVEN MEISEL 7859 WALNUT HILL LANE, SUITE 335 DALLAS, TX 75230	Gas Gathering, Processing and Purchase Agreement, Dated: 11/13/2017	-
581	Extraction Oil & Gas, Inc.	DISCOVERY DJ SERVICES, LLC ATTN: STEVEN MEISEL 7859 WALNUT HILL LANE, SUITE 335 DALLAS, TX 75230	Letter Agreement - Acceleration of Badger CGF Connection, Fee Adder and Operation of the Broomfield Infield Pipeline, Dated: 07/30/2018	-
582	Extraction Oil & Gas, Inc.	DISRUPTIVE DOWNHOLE TECHNOLOGIES, LLC 16544 AIR CENTER BLVD HOUSTON, TX 77032	Master Services Agreement	151,365.90
583	Extraction Oil & Gas, Inc.	DJ RESOURCES, LLC 1600 BROADWAY, SUITE 1960 DENVER, CO 80202	Model Form Operating Agreement regarding Thornton #11 & 12 Wells, Dated: 11/17/2014	-
584	Extraction Oil & Gas, Inc.	DJ RESOURCES, LLC 1600 BROADWAY, SUITE 1960 DENVER, CO 80202	Model Form Operating Agreement regarding Thornton #1, 2, 3 Wells, Dated: 11/17/2014	-
585	Extraction Oil & Gas, Inc.	DJ RESOURCES, LLC 1600 BROADWAY, SUITE 1960 DENVER, CO 80202	Model Form Operating Agreement regarding Thornton #5, 6, 7, 8, 9, Dated: 11/17/2014	-
586	Extraction Oil & Gas, Inc.	DJ RESOURCES, LLC 1600 BROADWAY, SUITE 1960 DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated November 17, 2014	-
587	Extraction Oil & Gas, Inc.	DJ RESOURCES, LLC 1600 BROADWAY, SUITE 1960 DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement regarding Thornton #11 & 12 Wells, Dated: 11/17/2014	-
588	Extraction Oil & Gas, Inc.	DJ SOUTH GATHERING, LLC ATTN: LAND DEPARTMENT 1600 BROADWAY, SUITE 2400 DENVER, CO 80202	Memorandum of Dedication	-
589	Extraction Oil & Gas, Inc.	DNOW LP (DISTRIBUTION NOW) 7402 NORTH ELDRIDGE PARKWAY HOUSTON, TX 77036	Master Services Agreement	-
590	Extraction Oil & Gas, Inc.	DO, KIM CUC T. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-

Schedule of Assumed Executory Contracts and Unexpired Leases

<u>No.</u>	<u>Debtor</u>	<u>Counterparty</u>	<u>Contract Description</u>	<u>Cure Amount</u>
591	Extraction Oil & Gas, Inc.	DO, KIM CUC T. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
592	Extraction Oil & Gas, Inc.	DO, KIM CUC T. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
593	Extraction Oil & Gas, Inc.	DOBRAZ, DANIELLE ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
594	Extraction Oil & Gas, Inc.	DOBRAZ, DANIELLE ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
595	Extraction Oil & Gas, Inc.	DOBRAZ, DANIELLE ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
596	Extraction Oil & Gas, Inc.	DOBRAZ, DANIELLE ADDRESS ON FILE	Retention Agreement, Dated: 06/09/2020	-
597	Extraction Oil & Gas, Inc.	DOLEZAL, MATHEW W. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
598	Extraction Oil & Gas, Inc.	DOLEZAL, MATHEW W. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
599	Extraction Oil & Gas, Inc.	DOLEZAL, MATHEW W. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
600	Extraction Oil & Gas, Inc.	DONALD L EVANS ADDRESS ON FILE	Indemnification Agreement, Dated: 12/15/2016	-
601	Extraction Oil & Gas, Inc.	DOUBLE EAGLE ENERGY ROCKIES, LLC 1401 BALLINGER STREET, SUITE 203 FORT WORTH, TX 76102	Declaration of Pooling and Unit Designation, Dated: 11/17/2014	-
602	Extraction Oil & Gas, Inc.	DOUBLE EAGLE ENERGY ROCKIES, LLC 1401 BALLINGER STREET, SUITE 203 FORT WORTH, TX 76102	Model Form Operating Agreement regarding Thornton #11 & 12 Wells, Dated: 11/17/2014	-
603	Extraction Oil & Gas, Inc.	DOUBLE EAGLE ENERGY ROCKIES, LLC 1401 BALLINGER STREET, SUITE 203 FORT WORTH, TX 76102	Model Form Operating Agreement regarding Thornton #1, 2, 3 Wells, Dated: 11/17/2014	-
604	Extraction Oil & Gas, Inc.	DOUBLE EAGLE ENERGY ROCKIES, LLC 1401 BALLINGER STREET, SUITE 203 FORT WORTH, TX 76102	Model Form Operating Agreement regarding Thornton #5, 6, 7, 8, 9, Dated: 11/17/2014	-
605	Extraction Oil & Gas, Inc.	DOUBLE EAGLE ENERGY ROCKIES, LLC 1401 BALLINGER STREET, SUITE 203 FORT WORTH, TX 76102	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated November 17, 2014	-
606	Extraction Oil & Gas, Inc.	DOUBLE EAGLE ENERGY ROCKIES, LLC 1401 BALLINGER STREET, SUITE 203 FORT WORTH, TX 76102	Model Form Recording Supplement to Operating Agreement and Financing Statement regarding Thornton #11 & 12 Wells, Dated: 11/17/2014	-
607	Extraction Oil & Gas, Inc.	DOVER CORPORATION/PCS FERGUSON INC. 3771 EUREKA WAY FREDERICK, CO 80516	Master Services Agreement, Dated: 02/26/2020	8,528.71
608	Extraction Oil & Gas, Inc.	DOWNHOLE TOOL SERVICE LLC P.O. BOX 1204 PLATTEVILLE, CO 80651	Master Services Agreement, Dated: 08/10/2016	-
609	Extraction Oil & Gas, Inc.	DOWNHOLE TOOL SERVICE OF WYOMING LLC P.O. BOX 1204 PLATTEVILLE, CO 80651	Master Services Agreement, Dated: 06/14/2016	-
610	Extraction Oil & Gas, Inc.	DRAKE, JIMMY ADDRESS ON FILE	Restricted Stock Units, Dated: 03/25/2019	-
611	Extraction Oil & Gas, Inc.	DRAWBRIDGE RECRUITING ATTN: TIM CASTLE, CEO 1580 N. LOGAN ST., SUITE 410 DENVER, CO 80203	Agreement for Agency Referrals, Dated: 08/08/2019	-
612	Extraction Oil & Gas, Inc.	DRENNAN, BENJAMIN C. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
613	Extraction Oil & Gas, Inc.	DRENNAN, BENJAMIN C. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
614	Extraction Oil & Gas, Inc.	DRENNAN, BENJAMIN C. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
615	Extraction Oil & Gas, Inc.	DRILL COOL SYSTEMS 627 WILLIAMS STREET BAKERSFIELD, CA 93305	Master Services Agreement, Dated: 09/02/2019	-
616	Extraction Oil & Gas, Inc.	DRILLCHEM DRILLING SOLUTIONS, LLC PO BOX 132107 SPRING, TX 77393	Master Services Agreement, Dated: 05/03/2016	-
617	Extraction Oil & Gas, Inc.	DRILLING TOOLS INTERNATIONAL INC 3701 BRIARPARK DRIVE STE 150 HOUSTON, TX 77042	Master Services Agreement	-
618	Extraction Oil & Gas, Inc.	DROVO SERVICES LLC 31252 CR 39 GREELEY, CO 80631	Master Services Agreement	5,348.36
619	7N, LLC	DSOMT, LLC ATTN: JEFFREY DONALDSON 3400 E CR 30 FORT COLLINS, CO 80528	Purchase and Sale Agreement, Dated: 10/25/2019	-
620	7N, LLC	DSOMT, LLC ATTN: JEFFREY DONALDSON 3400 E CR 30 FORT COLLINS, CO 80528	Release and Termination of Escrow, 25168623, Dated: 12/19/2019	-
621	Extraction Oil & Gas, Inc.	DTC ENERGY GROUP, INC. 518 17TH STREET, SUITE 650 DENVER, CO 80202-4153	Master Services Agreement, Dated: 03/24/2017	2,400.00
622	Extraction Oil & Gas, Inc.	DUARTE, ANGEL A. ADDRESS ON FILE	Restricted Stock Units, Dated: 10/01/2019	-
623	Extraction Oil & Gas, Inc.	DUNNING, MICHAEL ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
624	Extraction Oil & Gas, Inc.	DUNNING, MICHAEL ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
625	Extraction Oil & Gas, Inc.	DUNNING, MICHAEL ADDRESS ON FILE	Restricted Stock Units, Dated: 04/25/2018	-
626	Extraction Oil & Gas, Inc.	DURAROOT, LLC 4626 WCR 65 KEENESBURG, CO 80643	Master Services Agreement, Dated: 08/09/2017	-
627	Extraction Oil & Gas, Inc.	DYNASTY ENERGY SERVICES LLC P.O. BOX 81566 LAFAYETTE, LA 70598	Master Services Agreement, Dated: 05/22/2019	-
628	Extraction Oil & Gas, Inc.	E & B OILFIELD SERVICES INC 1798 W 3250 N ROOSEVELT, UT 84066	Master Services Agreement, Dated: 11/03/2017	-
629	Extraction Oil & Gas, Inc.	E & J TRANSPORT, LLC PO BOX 1174 MILLS, WY 82644	Master Services Agreement, Dated: 01/09/2017	1,000.00
630	Extraction Oil & Gas, Inc.	E.O.G. OIL CO. ATTN: DON ENRIGHT PO BOX 668 NIWOT, CO 80544	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley- Becky 2A-7H-E168 wellbore, Dated: 10/03/2016	-
631	Extraction Oil & Gas, Inc.	E.O.G. OIL CO. ATTN: DON ENRIGHT PO BOX 668 NIWOT, CO 80544	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley- Becky 2B-7H-E168 wellbore, Dated: 10/03/2016	-
632	Extraction Oil & Gas, Inc.	E.O.G. OIL CO. ATTN: DON ENRIGHT PO BOX 668 NIWOT, CO 80544	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley- Becky 2C-7H-E168 Wellbore, Dated: 10/03/2016	-
633	Extraction Oil & Gas, Inc.	E.O.G. OIL CO. ATTN: DON ENRIGHT PO BOX 668 NIWOT, CO 80544	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Becky 2D-7H-E168, Dated: 10/03/2016	-
634	Extraction Oil & Gas, Inc.	E.O.G. OIL CO. ATTN: DON ENRIGHT PO BOX 668 NIWOT, CO 80544	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Becky 2E-7H-E168, Dated: 10/03/2016	-
635	Extraction Oil & Gas, Inc.	E.O.G. OIL CO. ATTN: DON ENRIGHT PO BOX 668 NIWOT, CO 80544	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-SOSA 2A-7H-E168, Dated: 10/03/2016	-
636	Extraction Oil & Gas, Inc.	E.O.G. OIL CO. ATTN: DON ENRIGHT PO BOX 668 NIWOT, CO 80544	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Sosa 2E7H-E168, Dated: 10/03/2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
637	Extraction Oil & Gas, Inc.	E.O.G. OIL CO. ATTN: DON ENRIGHT PO BOX 668 NIWOT, CO 80544	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Sosa 2F-7H-E168, Dated: 11/08/2016	-
638	Extraction Oil & Gas, Inc.	E.O.G. OIL CO. ATTN: DON ENRIGHT PO BOX 668 NIWOT, CO 80544	Model Form Operating Agreement regarding Limited to the Woolley-Sosa 2B-7H- E168 Wellbore, Dated: 10/03/2016	-
639	Extraction Oil & Gas, Inc.	E.O.G. OIL CO. ATTN: DON ENRIGHT PO BOX 668 NIWOT, CO 80544	Model Form Operating Agreement regarding Limited to the Woolley-Sosa 2C-7H- E168 Wellbore, Dated: 10/03/2016	-
640	Extraction Oil & Gas, Inc.	E.O.G. OIL CO. ATTN: DON ENRIGHT PO BOX 668 NIWOT, CO 80544	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Woolley-Becky 2F-7H-E168, Dated: 10/03/2016	-
641	Extraction Oil & Gas, Inc.	E.O.G. OIL CO. ATTN: DON ENRIGHT PO BOX 668 NIWOT, CO 80544	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Woolley-Becky 2G-7H-E168, Codell Formation, Dated: 10/03/2016	-
642	Extraction Oil & Gas, Inc.	E.O.G. OIL CO. ATTN: DON ENRIGHT PO BOX 668 NIWOT, CO 80544	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Woolley-Becky 2G-7H-E168, Niobara Formation, Dated: 10/03/2016	-
643	Extraction Oil & Gas, Inc.	E.O.G. OIL CO. ATTN: DON ENRIGHT PO BOX 668 NIWOT, CO 80544	Model Form Operating Agreement regarding WOOLLEY-SOSA 2D7H-E168, Dated: 10/03/2016	-
644	Extraction Oil & Gas, Inc.	EAGLE AUTOMATION C/O BRANDON GILES, CEO 1517 BLAKE STREET, STE 100B DENVER, CO 80202	Commercial Sublease at 2234 117th Avenue, Greeley Colorado, Dated: 11/26/2018	-
645	Extraction Oil & Gas, Inc.	EAGLE ENVIRONMENTAL CONSULTING INC 8000 WEST 44TH AVE WHEAT RIDGE, CO 80033	Master Services Agreement, Dated: 05/30/2018	-
646	Extraction Oil & Gas, Inc.	EAGLE PIPE, LLC 9525 KATY FREEWAY SUITE 306 HOUSTON, TX 77024	Master Services Agreement, Dated: 01/29/2019	67,079.23
647	Extraction Oil & Gas, Inc.	EARTH SCIENCE AGENCY, LLC 3763 IMPERIAL STREET UNIT D FREDERICK, CO 80516	Master Services Agreement, Dated: 01/04/2017	-
648	Extraction Oil & Gas, Inc.	ECANA OIL & GAS (USA) INC., ACTING BY AND THROUGH ITS AUTHORIZED AGENT, ENCANA SERVICES COMPANY, LTD. ATTN: CONSTANCE D. HEATH 370 17TH STREET, STE 1700 DENVER, CO 80202	Model Form Operating Agreement regarding Troudt 34C-33HZ Well, Dated: 10/16/2014	-
649	Extraction Oil & Gas, Inc.	EDGE ENERGY II LLC ATTN: BENJAMIN O. TURNER, ATTORNEY IN-FACT 1301 WASHINGTON AVENUE, SUITE 300 GOLDEN, CO 80401	Letter Agreement - Jesser Wells, Weld County, Colorado, Dated: 06/11/2018	-
650	Extraction Oil & Gas, Inc.	EDGE ENERGY II LLC ATTN: BENJAMIN O. TURNER, ATTORNEY IN-FACT 1301 WASHINGTON AVENUE, SUITE 300 GOLDEN, CO 80401	Wellbore Assignment and Bill of Sale and Conveyance to Letter Agreement, Dated: 10/30/2017	-
651	Extraction Oil & Gas, Inc.	ELECTRIC DRILLING TECHNOLOGIES PO BOX 702376 DALLAS, TX 75370	Master Services Agreement	34,008.46
652	Extraction Oil & Gas, Inc.	ELEMENT SERVICES, LLC 20207 LEOLA WAY EATON, CO 80615	Master Services Agreement, Dated: 09/01/2016	-
653	Extraction Oil & Gas, Inc.	ELEMENTS 2501 BLAKE STREET DENVER, CO 80205	Proposal regarding Installation of Previously Delivered Furniture, Quote/Order No. 39658, Dated: 08/13/2019	-
654	Extraction Oil & Gas, Inc.	ELEVATE ENERGY SERVICES 3696 1ST AVE GREELEY, CO 80631	Master Services Agreement, Dated: 01/22/2020	-
655	Extraction Oil & Gas, Inc.	ELEVATION MIDSTREAM, LLC C/O GSO CAPITAL PARTNERS, LP 1111 BAGBY STREET, SUITE 2050 HOUSTON, TX 77002	Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement and Produced Water Gathering Agreement - First Amendment, Dated: 07/03/2018	-

Schedule of Assumed Executory Contracts and Unexpired Leases

<u>No.</u>	<u>Debtor</u>	<u>Counterparty</u>	<u>Contract Description</u>	<u>Cure Amount</u>
656	Extraction Oil & Gas, Inc.	ELEVATION MIDSTREAM, LLC C/O GSO CAPITAL PARTNERS, LP 1111 BAGBY STREET, SUITE 2050 HOUSTON, TX 77002	Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement and Produced Water Gathering Agreement - First Amendment, Dated: 07/03/2018	-
657	Extraction Oil & Gas, Inc.	ELEVATION MIDSTREAM, LLC C/O GSO CAPITAL PARTNERS, LP 1111 BAGBY STREET, SUITE 2050 HOUSTON, TX 77002	Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement and Produced Water Gathering Agreement - First Amendment, Dated: 07/03/2018	-
658	Extraction Oil & Gas, Inc.	ELEVATION MIDSTREAM, LLC C/O GSO CAPITAL PARTNERS, LP 1111 BAGBY STREET, SUITE 2050 HOUSTON, TX 77002	Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement and Produced Water Gathering Agreement - Second Amendment, Dated: 07/03/2018	-
659	Extraction Oil & Gas, Inc.	ELEVATION MIDSTREAM, LLC C/O GSO CAPITAL PARTNERS, LP 1111 BAGBY STREET, SUITE 2050 HOUSTON, TX 77002	Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement and Produced Water Gathering Agreement - Second Amendment, Dated: 07/03/2018	-
660	Extraction Oil & Gas, Inc.	ELEVATION MIDSTREAM, LLC C/O GSO CAPITAL PARTNERS, LP 1111 BAGBY STREET, SUITE 2050 HOUSTON, TX 77002	Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement, and Produced Water Gathering Agreement - Second Amendment, Dated: 07/03/2018	-
661	Extraction Oil & Gas, Inc.	ELEVATION MIDSTREAM, LLC C/O GSO CAPITAL PARTNERS, LP 1111 BAGBY STREET, SUITE 2050 HOUSTON, TX 77002	Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement, and Produced Water Gathering Agreement - Third Amendment, Dated: 07/03/2018	-
662	Extraction Oil & Gas, Inc.	ELEVATION MIDSTREAM, LLC C/O GSO CAPITAL PARTNERS, LP 1111 BAGBY STREET, SUITE 2050 HOUSTON, TX 77002	Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement, and Produced Water Gathering Agreement -Third Amendment, Dated: 07/03/2018	-
663	Extraction Oil & Gas, Inc.	ELEVATION MIDSTREAM, LLC C/O GSO CAPITAL PARTNERS, LP 1111 BAGBY STREET, SUITE 2050 HOUSTON, TX 77002	Gas Gathering and Compression Agreement, Dated: 07/03/2018	-
664	Extraction Oil & Gas, Inc.	ELEVATION MIDSTREAM, LLC C/O GSO CAPITAL PARTNERS, LP 1111 BAGBY STREET, SUITE 2050 HOUSTON, TX 77002	Produced Water Gathering Agreement, Dated: 07/03/2018	-
665	8 North, LLC	ELEVATION MIDSTREAM, LLC C/O GSO CAPITAL PARTNERS, LP 1111 BAGBY STREET, SUITE 2050 HOUSTON, TX 77002	Ratification Agreement, Dated: 07/03/2018	-
666	Axis Exploration, LLC	ELEVATION MIDSTREAM, LLC C/O GSO CAPITAL PARTNERS, LP 1111 BAGBY STREET, SUITE 2050 HOUSTON, TX 77002	Ratification Agreement, Dated: 07/03/2018	-
667	Extraction Oil & Gas, Inc.	ELEVATION MIDSTREAM, LLC C/O GSO CAPITAL PARTNERS, LP 1111 BAGBY STREET, SUITE 2050 HOUSTON, TX 77002	Ratification Agreement, Dated: 07/03/2018	-
668	Extraction Oil & Gas, Inc.	ELGIN ENERGY LLC ATTN: LYNN BELCHER 730 17TH STREET, SUITE 610 DENVER, CO 80202	Guaranty to the Amended and Restated Transportation Services Agreement Dated June 21, 2016, Dated: 07/05/2016	-
669	Extraction Oil & Gas, Inc.	ELITE OIL FIELD SERVICES LLC PO BOX 11 KIMBALL, NE 69145	Master Services Agreement, Dated: 04/26/2017	-
670	Extraction Oil & Gas, Inc.	ELIZABETH LOUISE NICHOLS ADDRESS ON FILE	Model Form Operating Agreement regarding Dalton 24Q-441 Horizontal Well, Dated: 02/01/2013	-
671	Extraction Oil & Gas, Inc.	ELIZABETH LOUISE NICHOLS ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well (Dalton 24Q-241), Dated: 02/01/2013	-
672	Extraction Oil & Gas, Inc.	ELIZABETH LOUISE NICHOLS ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well (Dalton 24Q-241), Dated: 03/01/2013	-
673	Extraction Oil & Gas, Inc.	ELIZABETH LOUISE NICHOLS ADDRESS ON FILE	Model Form Recording Supplement to Operating Agreement and Financing Statement, Dated: 03/01/2013	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
674	Extraction Oil & Gas, Inc.	ELLIS, SAMUEL G. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
675	Extraction Oil & Gas, Inc.	ELLIS, SAMUEL G. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
676	Extraction Oil & Gas, Inc.	ELLIS, SAMUEL G. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
677	Extraction Oil & Gas, Inc.	ELSTER OIL AND GAS, LLC 200 PLAZA DRIVE, SUITE 100 HIGHLANDS RANCH, CO 80129	Model Form Operating Agreement, Dated: 09/10/2015	-
678	Extraction Oil & Gas, Inc.	EMIT TECHNOLOGIES INC PO BOX 6785 SHERIDAN, WY 82801	Master Services Agreement, Dated: 07/06/2017	-
679	Extraction Oil & Gas, Inc.	EMMA JEAN SILVA ADDRESS ON FILE	Declaration of Pooling and Unit Designation, Dated: 06/17/2014	-
680	Extraction Oil & Gas, Inc.	EMMA JEAN SILVA ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
681	Extraction Oil & Gas, Inc.	ENCANA OIL & GAS INC. 370 17TH STREET, SUITE 1700 DENVER, CO 80202	Declaration of Pooling (Operation and Production of the Troutd 34C-33HZ Well), Dated: 10/16/2014	-
682	Extraction Oil & Gas, Inc.	ENCANA OIL & GAS INC. ATTN: CONSTANCE D. HEATH, DIRECTOR LAND NEGOTIATION, WESTERN OPERATIONS 370 17TH STREET, SUITE 1700 DENVER, CO 80202	Declaration of Pooling and Unit Designation regarding Troutd Well 7, Dated: 04/28/2015	-
683	Extraction Oil & Gas, Inc.	ENCANA OIL & GAS INC. ATTN: CONSTANCE D. HEATH, DIRECTOR LAND NEGOTIATION, WESTERN OPERATIONS 370 17TH STREET, SUITE 1700 DENVER, CO 80202	Declaration of Pooling and Unit Designation regarding Troutd Wells 3-6, Dated: 04/28/2015	-
684	Extraction Oil & Gas, Inc.	ENCANA OIL & GAS INC. ATTN: CONSTANCE D. HEATH, DIRECTOR OF LAND NEGOTIATIONS, WESTERN OPERATIONS 370 17TH STREET, SUITE 1700 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 04/28/2015	-
685	Extraction Oil & Gas, Inc.	ENCANA OIL & GAS INC. 370 17TH STREET, SUITE 1700 DENVER, CO 80202	Declaration of Pooling regarding McKinstry 28N-21HZ Well, Dated: 04/02/2015	-
686	Extraction Oil & Gas, Inc.	ENCOMPASS SERVICES LLC 394 LAKE AVENUE SOUTH SUITE 510-B DULUTH, MN 55803	Master Services Agreement	25,616.50
687	Extraction Oil & Gas, Inc.	ENDURANCE AMERICAN INSURANCE CO 303 WEST MADISON SUITE 1800 CHICAGO, IL 60606	Insurance Policy No. DOX10010022403 - Excess Director & Officer	-
688	Extraction Oil & Gas, Inc.	ENERGY FISHING & RENTAL SERVICES PO BOX 40668 HOUSTON, TX 77240-0668	Master Services Agreement, Dated: 02/20/2015	-
689	Extraction Oil & Gas, Inc.	ENERGY INSPECTION SERVICES LLC 479 WOLVERINE DRIVE #9 BAYFIELD, CO 81122	Master Services Agreement, Dated: 06/11/2018	-
690	Extraction Oil & Gas, Inc.	ENERSYS CORPORATION P.O. BOX 131525 HOUSTON, TX 77219	Master Services Agreement, Dated: 07/24/2018	-
691	Extraction Oil & Gas, Inc.	ENRIGHT, CHRISTOPHER M. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
692	Extraction Oil & Gas, Inc.	ENRIGHT, CHRISTOPHER M. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
693	Extraction Oil & Gas, Inc.	ENRIGHT, CHRISTOPHER M. ADDRESS ON FILE	Restricted Stock Units, Dated: 06/11/2018	-
694	Extraction Oil & Gas, Inc.	ENSIGN WELL SERVICES INC. 24020 WCR 46 LASALLE, CO 80645	Master Services Agreement, Dated: 04/02/2018	-
695	Extraction Oil & Gas, Inc.	ENTENMANN, JASON T. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
696	Extraction Oil & Gas, Inc.	ENTENMANN, JASON T. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
697	Extraction Oil & Gas, Inc.	ENTENMANN, JASON T. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
698	Extraction Oil & Gas, Inc.	ENTENMANN, JASON T. ADDRESS ON FILE	Retention Agreement, Dated: 06/09/2020	-
699	Extraction Oil & Gas, Inc.	ENVERUS ATTN: ACCOUNTS RECEIVABLE 2901 VIA FORTUNA, BLDG 6, STE 200 AUSTIN, TX 78746	Letter Agreement - Company Acquisition and Customer Invoice Changes, Dated: 06/22/2020	-
700	Extraction Oil & Gas, Inc.	EOG RESOURCES, INC. ATTN: JASON MCLAREN 600 17TH STREET, SUITE 1000N DENVER, CO 80202	Closing Statement Dated April 8, 2013	-
701	Extraction Oil & Gas, Inc.	EOG RESOURCES, INC. 1111 BAGBY, SKY LOBBY 2 HOUSTON, TX 77002	Letter regarding Extension Payment for Oil and Gas Lease Dated April 28, 2010	-
702	Extraction Oil & Gas, Inc.	EOG RESOURCES, INC. ATTN: MR. JASON MCLAREN 600 SEVENTEENTH STREET, SUITE 1000N DENVER, CO 80202	Letter regarding Lease Acquisition Agreement Dated March 11, 2013	-
703	Extraction Oil & Gas, Inc.	EOG RESOURCES, INC. 600 17TH STREET, SUITE 1000N DENVER, CO 80202	Model Form Operating Agreement regarding Thorton #1, 2, 3 Wells, Dated: 11/17/2014	-
704	Extraction Oil & Gas, Inc.	EOG RESOURCES, INC. 600 17TH STREET, SUITE 1000N DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated November 17, 2014	-
705	Extraction Oil & Gas, Inc.	EON ATTN: NICK SIRPOLAIDIS 60 TEJON STREET DENVER, CO 80223	New Account Set-Up Form, Dated: 10/28/2015	1,895.10
706	Extraction Oil & Gas, Inc.	EPIC LIFT SYSTEMS 14485 HWY 377 S FORT WORTH, TX 76126	Master Services Agreement, Dated: 01/16/2018	1,228.27
707	Extraction Oil & Gas, Inc.	ERIC S JACOBSEN ADDRESS ON FILE	Indemnification Agreement, Dated: 11/01/2016	-
708	Extraction Oil & Gas, Inc.	ERICKSON, MARK A. ADDRESS ON FILE	Employment Transition Agreement, Dated: 03/04/2020	-
709	XOG Services, LLC	ERICKSON, MARK A. ADDRESS ON FILE	Employment Transition Agreement, Dated: 03/04/2020	-
710	Extraction Oil & Gas, Inc.	ERICKSON, MARK A. ADDRESS ON FILE	Indemnification Agreement, Dated: 10/17/2016	-
711	Extraction Oil & Gas, Inc.	ERICKSON, MARK A. ADDRESS ON FILE	Non-Qualified Stock Options, Dated: 10/04/2017	-
712	Extraction Oil & Gas, Inc.	ERICKSON, MARK A. ADDRESS ON FILE	Non-Qualified Stock Options, Dated: 10/11/2016	-
713	Extraction Oil & Gas, Inc.	ERICKSON, MARK A. ADDRESS ON FILE	Performance Cash Award, Dated: 04/05/2019	-
714	Extraction Oil & Gas, Inc.	ERICKSON, MARK A. ADDRESS ON FILE	Performance Share Awards, Dated: 03/01/2018	-
715	Extraction Oil & Gas, Inc.	ERICKSON, MARK A. ADDRESS ON FILE	Performance Share Units, Dated: 04/05/2019	-
716	Extraction Oil & Gas, Inc.	ERICKSON, MARK A. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
717	Extraction Oil & Gas, Inc.	ESPINDOLA, EDDIE ADDRESS ON FILE	Restricted Stock Units, Dated: 09/04/2019	-
718	Extraction Oil & Gas, Inc.	EVERSTON WELL SERVICE, INC. PO BOX 397 KIMBALL, NE 69145	Model Form Operating Agreement regarding Clark 14J-223 and Clark 14J-303, Dated: 10/05/2016	-
719	Extraction Oil & Gas, Inc.	EVERSTON WELL SERVICE, INC. PO BOX 397 KIMBALL, NE 69145	Model Form Operating Agreement regarding Horizontal Well (Alles 22L-241), Dated: 10/05/2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

<u>No.</u>	<u>Debtor</u>	<u>Counterparty</u>	<u>Contract Description</u>	<u>Cure Amount</u>
720	Extraction Oil & Gas, Inc.	EVERSTON WELL SERVICE, INC. PO BOX 397 KIMBALL, NE 69145	Model Form Operating Agreement regarding Horizontal Wells Drilled to the Codell and/or Niobrara Formations, Dated: 10/05/2016	-
721	Extraction Oil & Gas, Inc.	EVO INCORPORATED 112 JARED DR BROUSSARD, LA 70518	Master Services Agreement, Dated: 12/19/2017	-
722	Extraction Oil & Gas, Inc.	EWING, AMANDA ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
723	Extraction Oil & Gas, Inc.	EWING, AMANDA ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
724	Extraction Oil & Gas, Inc.	EWING, AMANDA ADDRESS ON FILE	Restricted Stock Units, Dated: 10/16/2018	-
725	Extraction Oil & Gas, Inc.	EXLP OPERATING LLC ATTN: COMPRESSION PRODUCTS AND SERVICES 16666 NORTHCHASE DRIVE HOUSTON, TX 77060	Master Compression Services Agreement - Schedule A, Quote # 62379, Dated: 05/22/2013	-
726	Extraction Oil & Gas, Inc.	EXTRACTION ENERGY PARTNERS, LLC 5200 W. 20TH STREET GREELEY, CO 80634	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Camenisch 1ON-34HZ, Dated: 01/01/2017	-
727	Extraction Oil & Gas, Inc.	EXTRACTION OIL & GAS, INC. 370 17TH STREET SUITE 5300 DENVER, CO 80202	Crude Oil Gathering and Stabilization Agreement, Dated: 07/03/2018	-
728	XTR Midstream, LLC	EXTRACTION OIL & GAS, INC. 370 17TH STREET SUITE 5300 DENVER, CO 80202	Pipeline Operating Agreement Aims College Gathering System, Dated: 01/01/2016	-
729	XTR Midstream, LLC	EXTRACTION OIL & GAS, INC. 370 17TH STREET SUITE 5300 DENVER, CO 80202	Pipeline Operating Agreement Martin Gathering System	-
730	8 North, LLC	EXTRACTION OIL & GAS, INC. 370 17TH STREET SUITE 5300 DENVER, CO 80202	Ratification Agreement, Dated: 07/03/2018	-
731	Axis Exploration, LLC	EXTRACTION OIL & GAS, INC. 370 17TH STREET SUITE 5300 DENVER, CO 80202	Ratification Agreement, Dated: 07/03/2018	-
732	8 North, LLC	EXTRACTION OIL & GAS, LLC 370 SEVENTEENTH STREET, SUITE 5300 DENVER, CO 80202	Confirmation Letter regarding Extraction Disclaimer of Four 8 North Wells, Dated: 12/15/2015	-
733	8 North, LLC	EXTRACTION OIL & GAS, LLC 370 SEVENTEENTH STREET, SUITE 5300 DENVER, CO 80202	Wellbore Farmout Agreement	-
734	Extraction Oil & Gas, Inc.	EXTREME ENERGY SERVICES LLC 4350 LOCKHILL SELMA, SUITE 150 SAN ANTONIO, TX 78249	Master Services Agreement, Dated: 08/14/2017	-
735	Extraction Oil & Gas, Inc.	EYSER, MATTHEW J. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
736	Extraction Oil & Gas, Inc.	EYSER, MATTHEW J. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
737	Extraction Oil & Gas, Inc.	EYSER, MATTHEW J. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
738	Extraction Oil & Gas, Inc.	F STREET PROPERTY, LLC ATTN: ROBERTA L. CECIL 1639 35TH AVE. CT. GREELEY, CO 80634	Declaration of Pooling and Unit Designation regarding Township 6 North, Range 66 West, 6th P.M. Section 36: S2N2 & N2S2 Containing 320 Acres, More or Less Limited to the Hiner 36C-24W, Dated: 06/17/2014	-
739	Extraction Oil & Gas, Inc.	F STREET PROPERTY, LLC 1639 35TH AVE. CT. GREELEY, CO 80634	Model Form Operating Agreement, Dated: 05/01/2015	-
740	Extraction Oil & Gas, Inc.	FAITH PARTNERS LAND COMPANY LLC ATTN: GORDO CLARK, VICE PRESIDENT 4772 TARA CT WEST BLOOMFIELD, MI 48323	Letter regarding Proposal for Drill to Earn or Interest Acquisition Dated May 13, 2014	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
741	Extraction Oil & Gas, Inc.	FALCON TECHNOLOGIES AND SERVICES, INC. ENERGY CENTER 2, 575 NORTH DAIRY ASHFORD STE. 300 HOUSTON, TX 77079	Master Services Agreement, Dated: 06/21/2016	-
742	Extraction Oil & Gas, Inc.	FARLEY, THOMAS L. ADDRESS ON FILE	Restricted Stock Units, Dated: 05/28/2019	-
743	Extraction Oil & Gas, Inc.	FARMERS RESERVOIR AND IRRIGATION COMPANY C/O SCOTT EDGAR, GENERAL MANAGER 80 SOUTH 27TH AVENUE BRIGHTON, CO 80601	Water Lease and License, Dated: 07/01/2018	223,052.00
744	Extraction Oil & Gas, Inc.	FEDERAL INSURANCE COMPANY 2155 WEST PINNACLE PEAK ROAD PHOENIX, AZ 85027	Insurance Policy No. 79884808 - Excess Liability	-
745	Extraction Oil & Gas, Inc.	FEI ENERGY FUND, LLC 1707 61ST AVENUE, #101 GREELEY, CO 80634	Model Form Operating Agreement regarding Orr 36N-32B-M and Orr 36C-32-M Wells, Dated: 11/01/2016	-
746	Axis Exploration, LLC	FIDELITY AND DEPOSIT COMPANY OF MARYLAND 1299 ZURICH WAY SCHAUMBURG, IL 60196	Surety Agreement - License or Permit Bond, Bond No. LPM9325482, Dated: 07/11/2019	-
747	Extraction Oil & Gas, Inc.	FIDELITY AND DEPOSIT COMPANY OF MARYLAND 1299 ZURICH WAY SCHAUMBURG, IL 60196	Surety Agreement - Performance Bond regarding Plugging - Rule 706, Bond No. LPM9329909	-
748	Extraction Oil & Gas, Inc.	FITCH RATINGS, INC. ATTN: MICHAEL SOMOGYI 33 WHITEHALL STREET NEW YORK, NY 10004	Confidentiality Agreement	-
749	Extraction Oil & Gas, Inc.	FITCH RATINGS, INC. ATTN: MICHAEL SOMOGYI 33 WHITEHALL STREET NEW YORK, NY 10004	Fee Agreement - Letter regarding Indicative Rating, Dated: 04/24/2017	-
750	Extraction Oil & Gas, Inc.	FLANAGAN, SEAN P. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
751	Extraction Oil & Gas, Inc.	FLANAGAN, SEAN P. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
752	Extraction Oil & Gas, Inc.	FLANAGAN, SEAN P. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
753	Extraction Oil & Gas, Inc.	FLOCAP INJECTION SERVICES PO BOX 62113 MIDLAND, TX 79711	Master Services Agreement, Dated: 02/10/2020	-
754	Extraction Oil & Gas, Inc.	FLOGISTIX, LP 6529 N. CLASSEN BLVD OKLAHOMA CITY, OK 73116	Standard Gas Compressor Equipment Master Rental and Servicing Agreement or Optimization Service Agreement - Schedule A Attachment, Q-14316-1, Dated: 04/13/2020	-
755	Extraction Oil & Gas, Inc.	FLOGISTIX, LP 6529 N. CLASSEN BLVD OKLAHOMA CITY, OK 73116	Standard Gas Compressor Equipment Master Rental and Servicing Agreement or Optimization Service Agreement - Schedule A Attachment, Q-14317-1, Dated: 04/13/2020	-
756	Extraction Oil & Gas, Inc.	FLOGISTIX, LP 6529 N. CLASSEN BLVD OKLAHOMA CITY, OK 73116	Standard Gas Compressor Equipment Master Rental and Servicing Agreement or Optimization Service Agreement - Schedule A Attachment, Q-14318-1, Dated: 04/13/2020	-
757	Extraction Oil & Gas, Inc.	FLOGISTIX, LP 6529 N. CLASSEN BLVD OKLAHOMA CITY, OK 73116	Standard Gas Compressor Equipment Master Rental and Servicing Agreement or Optimization Service Agreement - Schedule A Attachment, Q-14319-1, Dated: 04/13/2020	-
758	Extraction Oil & Gas, Inc.	FLOGISTIX, LP 6529 N. CLASSEN BLVD OKLAHOMA CITY, OK 73116	Standard Gas Compressor Equipment Master Rental and Servicing Agreement or Optimization Service Agreement - Schedule A Attachment, Q-14320-1, Dated: 04/13/2020	-
759	Extraction Oil & Gas, Inc.	FLOGISTIX, LP 6529 N. CLASSEN BLVD OKLAHOMA CITY, OK 73116	Standard Gas Compressor Equipment Master Rental and Servicing Agreement or Optimization Service Agreement - Schedule A Attachment, Q-14321-1, Dated: 04/13/2020	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
760	Extraction Oil & Gas, Inc.	FLOGISTIX, LP 6529 N. CLASSEN BLVD OKLAHOMA CITY, OK 73116	Standard Gas Compressor Equipment Master Rental and Servicing Agreement or Optimization Service Agreement - Schedule A Attachment, Q-14322-1, Dated: 04/13/2020	-
761	Extraction Oil & Gas, Inc.	FLOGISTIX, LP 6529 N. CLASSEN BLVD OKLAHOMA CITY, OK 73116	Standard Gas Compressor Equipment Master Rental and Servicing Agreement or Optimization Service Agreement - Schedule A Attachment, Q-14323-1, Dated: 04/13/2020	-
762	Extraction Oil & Gas, Inc.	FLOGISTIX, LP 6529 N. CLASSEN BLVD OKLAHOMA CITY, OK 73116	Standard Gas Compressor Equipment Master Rental and Servicing Agreement or Optimization Service Agreement - Schedule A Attachment, Q-14324-1, Dated: 04/13/2020	-
763	Extraction Oil & Gas, Inc.	FLOGISTIX, LP 6529 N. CLASSEN BLVD OKLAHOMA CITY, OK 73116	Standard Gas Compressor Equipment Master Rental and Servicing Agreement or Optimization Service Agreement - Schedule A Attachment, Q-14354-1, Dated: 04/22/2020	-
764	Extraction Oil & Gas, Inc.	FLOGISTIX, LP 6529 N. CLASSEN BLVD OKLAHOMA CITY, OK 73116	Standard Gas Compressor Equipment Master Rental and Servicing Agreement or Optimization Service Agreement - Schedule A Attachment, Q-14355-1, Dated: 04/22/2020	-
765	Extraction Oil & Gas, Inc.	FLOGISTIX, LP 6529 N. CLASSEN BLVD OKLAHOMA CITY, OK 73116	Standard Gas Compressor Equipment Master Rental and Servicing Agreement or Optimization Service Agreement - Schedule A Attachment, Q-14418-1, Dated: 05/05/2020	-
766	Extraction Oil & Gas, Inc.	FLOGISTIX, LP 6529 N. CLASSEN BLVD OKLAHOMA CITY, OK 73116	Standard Gas Compressor Equipment Master Rental and Servicing Agreement or Optimization Service Agreement - Schedule A Attachment, Q-14419-1, Dated: 05/05/2020	-
767	Extraction Oil & Gas, Inc.	FLOGISTIX, LP 6529 N. CLASSEN BLVD OKLAHOMA CITY, OK 73116	Standard Gas Compressor Equipment Master Rental and Servicing Agreement or Optimization Service Agreement - Schedule A Attachment, Q-14420-1, Dated: 05/05/2020	-
768	Extraction Oil & Gas, Inc.	FLOGISTIX, LP 6529 N. CLASSEN BLVD OKLAHOMA CITY, OK 73116	Standard Gas Compressor Equipment Master Rental and Servicing Agreement or Optimization Service Agreement - Schedule A Attachment, Q-14421-1, Dated: 05/05/2020	-
769	Extraction Oil & Gas, Inc.	FLOGISTIX, LP 6529 N. CLASSEN BLVD OKLAHOMA CITY, OK 73116	Standard Gas Compressor Equipment Master Rental and Servicing Agreement or Optimization Service Agreement - Schedule A Attachment, Q-14422-1, Dated: 05/05/2020	-
770	Extraction Oil & Gas, Inc.	FLORENTINA CAVAZOS ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
771	Extraction Oil & Gas, Inc.	FLO-RITE FLUIDS, INC PO BOX 906 CLYDE, TX 79510	Master Services Agreement	55,557.60
772	Extraction Oil & Gas, Inc.	FLOW-CAL, INC. ATTN: R. MICHAEL SQUYRES, PRESIDENT 2525 BAY AREA BOULEVARD SUITE 500 HOUSTON, TX 77058	Non Disclosure Agreement	-
773	Extraction Oil & Gas, Inc.	FLOW-CAL, INC. ATTN: R. MICHAEL SQUYRES, PRESIDENT 2525 BAY AREA BOULEVARD SUITE 500 HOUSTON, TX 77058	Non Disclosure Agreement	-
774	Extraction Oil & Gas, Inc.	FLOW-CAL, INC. ATTN: MICHAEL DEMASIC, COO 2525 BAY AREA BLVD, SUITE 500 HOUSTON, TX 77058	Software License Agreement, Dated: 06/01/2017	-
775	Extraction Oil & Gas, Inc.	FLOW-CAL, INC. ATTN: MIKE DEMASIE, COO PO BOX 58965 HOUSTON, TX 77258-8965	Software License Agreement, Dated: 06/01/2017	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
776	Extraction Oil & Gas, Inc.	FLOW-CAL, INC. ATTN: MICHAEL DEMASIC, COO PO BOX 58965 HOUSTON, TX 77258-8965	Software License Agreement, Dated: 06/01/2017	-
777	Extraction Oil & Gas, Inc.	FLOW-CAL, INC. ATTN: MICHAEL DEMASIC, COO PO BOX 58965 HOUSTON, TX 77258-8965	Software License Agreement, Dated: 06/01/2017	-
778	Extraction Oil & Gas, Inc.	FLOW-CAL, INC. ATTN: LINDSEY HERNDON, CHIEF SALES OFFICER PO BOX 58965 HOUSTON, TX 77258-8965	Software License Agreement, Dated: 06/01/2017	-
779	Extraction Oil & Gas, Inc.	FLOW-CAL, INC. ATTN: MICHAEL DEMASIC, COO 2525 BAY AREA BOULEVARD SUITE 500 HOUSTON, TX 77058	Software License Agreement, Dated: 06/01/2017	-
780	Extraction Oil & Gas, Inc.	FLOW-CAL, INC. ATTN: MIKE DEMASIE, COO PO BOX 58965 HOUSTON, TX 77258-8965	Software License Agreement, Dated: 06/01/2017	-
781	Extraction Oil & Gas, Inc.	FLOW-CAL, INC. ATTN: MICHAEL DEMASIC, COO PO BOX 58965 HOUSTON, TX 77258-8965	Software License Agreement, Dated: 06/01/2017	-
782	Extraction Oil & Gas, Inc.	FLOW-CAL, INC. ATTN: MICHAEL DEMASIC, COO PO BOX 58965 HOUSTON, TX 77258-8965	Software License Agreement, Dated: 06/01/2017	-
783	Extraction Oil & Gas, Inc.	FLOW-CAL, INC. ATTN: LINDSEY HERNDON, CHIEF SALES OFFICER PO BOX 58965 HOUSTON, TX 77258-8965	Software License Agreement, Dated: 06/01/2017	-
784	Extraction Oil & Gas, Inc.	FLOWCO PRODUCTION SOLUTIONS LLC 20405 STATE HWY 249, SUITE 600 HOUSTON, TX 77070	Master Services Agreement, Dated: 08/25/2017	-
785	Extraction Oil & Gas, Inc.	FOLCIK, JAMES L. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
786	Extraction Oil & Gas, Inc.	FOLCIK, JAMES L. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
787	Extraction Oil & Gas, Inc.	FOLCIK, JAMES L. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
788	Extraction Oil & Gas, Inc.	FORD, TIMOTHY ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
789	Extraction Oil & Gas, Inc.	FORD, TIMOTHY ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
790	Extraction Oil & Gas, Inc.	FORD, TIMOTHY ADDRESS ON FILE	Restricted Stock Units, Dated: 04/16/2018	-
791	Extraction Oil & Gas, Inc.	FOSCHI, MARIANELLA ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
792	Extraction Oil & Gas, Inc.	FOSCHI, MARIANELLA ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
793	Extraction Oil & Gas, Inc.	FOSCHI, MARIANELLA ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
794	Extraction Oil & Gas, Inc.	FOSCHI, MARIANELLA ADDRESS ON FILE	Retention Agreement, Dated: 06/09/2020	-
795	Extraction Oil & Gas, Inc.	FOSS, NICK J. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
796	Extraction Oil & Gas, Inc.	FOSS, NICK J. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
797	Extraction Oil & Gas, Inc.	FOSS, NICK J. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-

Schedule of Assumed Executory Contracts and Unexpired Leases

<u>No.</u>	<u>Debtor</u>	<u>Counterparty</u>	<u>Contract Description</u>	<u>Cure Amount</u>
798	Extraction Oil & Gas, Inc.	FOSSIL LOGISTICS LLC 1394 S CATTLEMAN DR. MILLIKEN, CO 80543	Master Services Agreement, Dated: 06/05/2018	4,320.00
799	Extraction Oil & Gas, Inc.	FOSTER TRUCKING INC PO BOX 513 KERSEY, CO 80644	Master Services Agreement, Dated: 05/05/2016	-
800	Extraction Oil & Gas, Inc.	FRACTURA WELLSITE AND ENERGY SERVICES 5537 FLANDERS WAY DENVER, CO 80249	Master Services Agreement, Dated: 10/20/2017	-
801	Extraction Oil & Gas, Inc.	FRANTZ, EVON ADDRESS ON FILE	Restricted Stock Units, Dated: 03/06/2019	-
802	Extraction Oil & Gas, Inc.	FRASER, ROBERT ADDRESS ON FILE	Restricted Stock Units, Dated: 06/17/2019	-
803	Extraction Oil & Gas, Inc.	FREDERIKSEN, TREVIN J. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
804	Extraction Oil & Gas, Inc.	FREDERIKSEN, TREVIN J. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
805	Extraction Oil & Gas, Inc.	FREDERIKSEN, TREVIN J. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
806	Extraction Oil & Gas, Inc.	FREEDOM DRILLING SERVICES 3148 DEERGRASS PLACE COLORADO SPRINGS, CO 80920	Master Services Agreement, Dated: 11/28/2017	10,205.00
807	Extraction Oil & Gas, Inc.	FRONT RANGE LANDFILL P.O. BOX 320 ERIE, CO 80516	Master Services Agreement, Dated: 03/10/2017	-
808	Extraction Oil & Gas, Inc.	FRONTLINE CONSULTING LLC. 2900 41ST. AVE. GREELEY, CO 80634	Master Services Agreement, Dated: 11/01/2016	-
809	Extraction Oil & Gas, Inc.	FRYE FARMS INVESTMENTS, LLC ATTN: MARTIN LIND 1625 PELICAN LAKES POINT, SUITE 201 WINDSOR, CO 80550	Letter Agreement regarding Consent to Change Well Operator, Dated: 04/22/2014	-
810	Extraction Oil & Gas, Inc.	FULLINTEL LLC ATTN: ANDREW KOECK 60 THOREAU STREET, SUITE 294 CONCORD, MA 01742	Information Services Agreement	-
811	Extraction Oil & Gas, Inc.	FULLINTEL LLC ATTN: ANDREW KOECK 60 THOREAU STREET, SUITE 294 CONCORD, MA 01742	LN Subscription Agreement	-
812	Extraction Oil & Gas, Inc.	FUSION CONTROLS INC. 4503 INGALLS DR WELLINGTON, CO 80549	Master Services Agreement, Dated: 07/12/2019	177,865.30
813	Extraction Oil & Gas, Inc.	FUSION FLOW CONTROL LLC PO BOX 192 PALESTINE, TX 75802	Master Services Agreement, Dated: 07/12/2019	-
814	Extraction Oil & Gas, Inc.	G AND R OIL PROPERTIES ADDRESS ON FILE	Assignment, Bill of Sale and Conveyance - Exhibit B, Dated: 03/01/2014	-
815	Extraction Oil & Gas, Inc.	G AND R OIL PROPERTIES ADDRESS ON FILE	Purchase and Sale Agreement, Dated: 03/01/2014	-
816	Extraction Oil & Gas, Inc.	GAENSBauer, JOHN ADDRESS ON FILE	Indemnification Agreement, Dated: 10/17/2016	-
817	Extraction Oil & Gas, Inc.	GALITZ TRANSPORTATION INC. 4700 YORK STREET DACONO, CO 80514	Master Services Agreement, Dated: 04/14/2016	-
818	Extraction Oil & Gas, Inc.	GARCIA, STEPHANIE L. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
819	Extraction Oil & Gas, Inc.	GARCIA, STEPHANIE L. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
820	Extraction Oil & Gas, Inc.	GARCIA, STEPHANIE L. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
821	Extraction Oil & Gas, Inc.	GEO DRILLING FLUIDS, INC. 1431 UNION AVE. BAKERSFIELD, CA 93305-5732	Master Services Agreement, Dated: 01/19/2017	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
822	Extraction Oil & Gas, Inc.	GEOCORR LLC 5200 MITCHELLDALE ST STE D8 HOUSTON, TX 77092	Master Services Agreement, Dated: 07/18/2018	-
823	Extraction Oil & Gas, Inc.	GEODYNAMICS INC 10500 I-20 W MILLSAP, TX 76066	Master Services Agreement, Dated: 03/22/2018	26,319.34
824	Extraction Oil & Gas, Inc.	GEOKINETICS USA, INC. ATTN: BRIAN BAUMGARTNER, PERMIT AGENT COUGAR LAND SERVICES, LLC 2985 WEST 29TH ST., SUITE B GREELEY, CO 80631	Permission Request for Seismograph Survey, NVM1092, Dated: 12/03/2013	-
825	Extraction Oil & Gas, Inc.	GEOPHYSICAL PURSUIT, INC. ATTN: JEFF SPRINGMEYER, PRESIDENT 1740 WESTHEIMER, SUITE 200 HOUSTON, TX 77098	Master Geophysical Data-Use License Agreement - Supplement No. 3, Dated: 11/07/2014	-
826	Extraction Oil & Gas, Inc.	GEOPHYSICAL PURSUIT, INC. ATTN: JEFF SPRINGMEYER, PRESIDENT 1740 WESTHEIMER, SUITE 200 HOUSTON, TX 77098	Master Geophysical Data-Use License Agreement - Supplement No. 4, Dated: 10/03/2014	-
827	Extraction Oil & Gas, Inc.	GEOPHYSICAL PURSUIT, INC. ATTN: JEFF SPRINGMEYER, PRESIDENT 1740 WESTHEIMER, SUITE 200 HOUSTON, TX 77098	Master Geophysical Data-Use License Agreement - Supplement No. 6, Dated: 10/25/2016	-
828	Extraction Oil & Gas, Inc.	GEOPHYSICAL PURSUIT, INC. ATTN: LARRY GALLOWAY 1740 WESTHEIMER, SUITE 200 HOUSTON, TX 77098	Master Geophysical Data-Use License Agreement - Supplement No. 7, Dated: 08/22/2018	-
829	Extraction Oil & Gas, Inc.	GEOPHYSICAL PURSUIT, INC. ATTN: JEFF SPRINGMEYER, PRESIDENT 1740 WESTHEIMER, SUITE 200 HOUSTON, TX 77098	Master Geophysical Data-Use License Agreement - Supplement No. 8, Dated: 09/18/2018	-
830	Extraction Oil & Gas, Inc.	GEOPHYSICAL PURSUIT, INC. ATTN: JEFF SPRINGMEYER 1740 WESTHEIMER, SUITE 200 HOUSTON, TX 77098	Master Geophysical Data-Use License Agreement, Dated: 05/13/2014	-
831	Extraction Oil & Gas, Inc.	GEOPHYSICAL PURSUIT, INC. ATTN: JEFF SPRINGMEYER 1740 WESTHEIMER, SUITE 200 HOUSTON, TX 77098	Master Geophysical Data-Use License Agreement, Dated: 05/13/2014	-
832	Extraction Oil & Gas, Inc.	GERTRUDE WEBER ADDRESS ON FILE	Model Form Operating Agreement regarding Orr 36N-32B-M and Orr 36C-32-M Wells, Dated: 11/01/2016	-
833	Extraction Oil & Gas, Inc.	GERZE, SHERRI ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
834	Extraction Oil & Gas, Inc.	GERZE, SHERRI ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
835	Extraction Oil & Gas, Inc.	GERZE, SHERRI ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
836	Extraction Oil & Gas, Inc.	GLENN H. WEBSTER TRUST 215 83RD AVENUE GREELEY, CO 80634	Model Form Operating Agreement regarding Orr 36N-32B-M and Orr 36C-32-M Wells, Dated: 11/01/2016	-
837	Extraction Oil & Gas, Inc.	GLENN S. SMITH C/O SMITH ENERGY CORPORATION ATTN: GLENN S. SMITH 12706 SHILOH RD GREELEY, CO 80631	Purchase and Sale Agreement, Dated: 03/01/2014	-
838	Extraction Oil & Gas, Inc.	GO WIRELINE LLC PO BOX 1343 WILLISTON, ND 58802-1343	Master Services Agreement, Dated: 10/30/2019	7,013.00
839	Extraction Oil & Gas, Inc.	GODINET, JAYCI ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
840	Extraction Oil & Gas, Inc.	GODINET, JAYCI ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
841	Extraction Oil & Gas, Inc.	GODINET, JAYCI ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
842	Extraction Oil & Gas, Inc.	GOLD STANDARD SAFETY INC P O BOX 336432 GREELEY, CO 80633	Master Services Agreement, Dated: 02/09/2017	3,616.00

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
843	Extraction Oil & Gas, Inc.	GR WIRELINE LP DBA GR ENERGY SERVICES, GR LIFT 2150 TOWN SQUARE PLACE SUITE 410 SUGARLAND, TX 77479	Master Services Agreement, Dated: 07/30/2018	-
844	Extraction Oil & Gas, Inc.	GRACO FISHING AND RENTAL TOOLS, INC. DBA GRACO OILFIELD SERVICES 5300 TOWN & COUNTRY BLVD SUITE 220 FRISCO, TX 75034	Master Services Agreement	-
845	Extraction Oil & Gas, Inc.	GRAHAM, LONNY L. ADDRESS ON FILE	Restricted Stock Units, Dated: 06/01/2019	-
846	8 North, LLC	GRAND MESA PIPELINE, LLC 3773 CHERRY CREEK NORTH DRIVE, SUITE 1000 DENVER, CO 80209	Agreement and Acknowledgement regarding Loading and Transportation of Crude Oil, Dated: 09/07/2016	-
847	Extraction Oil & Gas, Inc.	GRAND MESA PIPELINE, LLC ATTN: CORPORATE CREDIT MANAGER 3773 CHERRY CREEK NORTH DRIVE, SUITE 1000 DENVER, CO 80209	Guaranty Agreement, Dated: 09/07/2016	-
848	Extraction Oil & Gas, Inc.	GRAND MESA PIPELINE, LLC ATTN: CORPORATE CREDIT MANAGER 3773 CHERRY CREEK NORTH DRIVE, SUITE 1000 DENVER, CO 80209	Guaranty to the Amended and Restated Transportation Services Agreement Dated June 21, 2016, Dated: 07/05/2016	-
849	Extraction Oil & Gas, Inc.	GRANT, RYAN ADDRESS ON FILE	Restricted Stock Units, Dated: 09/23/2019	-
850	Extraction Oil & Gas, Inc.	GREAT AMERICAN INSURANCE CO P. O. BOX 66943 CHICAGO, IL 60666	Insurance Policy No. DFX2380907 - Excess Director & Officer	-
851	Extraction Oil & Gas, Inc.	GREAT PLAINS ANALYTICAL SERVICES P.O. BOX 682 ELK CITY, OK 73648	Master Services Agreement, Dated: 04/24/2020	6,228.54
852	Extraction Oil & Gas, Inc.	GREAT WESTERN OIL AND GAS COMPANY, LLC ATTN: JANET WILLSON 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Cover Letters regarding Kodak North FD 17- 019HN JOA, Dated: 07/09/2014	-
853	Extraction Oil & Gas, Inc.	GREAT WESTERN OPERATING COMPANY, LLC ATTN: STEVE R. STACY, SR. VICE PRESIDENT LAND 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Agreement (Bower Wells), Dated: 09/30/2014	-
854	Extraction Oil & Gas, Inc.	GREAT WESTERN OPERATING COMPANY, LLC ATTN: STEVE R. STACY, SR. VICE PRESIDENT LAND 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Agreement (Breniman Wells) regarding Oil and Gas Resources, Dated: 06/01/2014	-
855	Extraction Oil & Gas, Inc.	GREAT WESTERN OPERATING COMPANY, LLC ATTN: STEVE R. STACY, SR. VICE PRESIDENT LAND 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Agreement (Hergert and Frye Leases) regarding Well Drilling, Dated: 09/30/2014	-
856	Extraction Oil & Gas, Inc.	GREAT WESTERN OPERATING COMPANY, LLC ATTN: STEVE R. STACY, SR. VICE PRESIDENT LAND 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Agreement regarding Leasehold Exchange, Dated: 06/29/2015	-
857	Extraction Oil & Gas, Inc.	GREAT WESTERN OPERATING COMPANY, LLC ATTN: STEVE R. STACY, SR. VICE PRESIDENT LAND 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Development and Operating Agreement regarding Oil and Gas Resources, Dated: 09/30/2014	-
858	Extraction Oil & Gas, Inc.	GREAT WESTERN OPERATING COMPANY, LLC ATTN: STEVE R. STACY, SR. VICE PRESIDENT LAND 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Exchange Agreement regarding Certain Oil and Gas Property Interests in Weld and Adams Counties, CO, Dated: 01/01/2016	-
859	Extraction Oil & Gas, Inc.	GREAT WESTERN OPERATING COMPANY, LLC ATTN: STEVE R. STACY, SR. VICE PRESIDENT LAND 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Exchange Agreement regarding Certain Oil and Gas Property Interests in Weld and Adams Counties, CO, Dated: 01/01/2016	-
860	Extraction Oil & Gas, Inc.	GREAT WESTERN OPERATING COMPANY, LLC ATTN: STEVE R. STACY, SR. VICE PRESIDENT LAND 1801 BROADWAY, SUITE 500 DENVER, CO 80202	First Amendment to Exchange Agreement Dated April 25, 2016	-
861	Extraction Oil & Gas, Inc.	GREAT WESTERN OPERATING COMPANY, LLC ATTN: STEVE R. STACY, SR. VICE PRESIDENT LAND 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Leasehold Interests Exchange Agreement, Dated: 09/30/2014	-
862	Extraction Oil & Gas, Inc.	GREAT WESTERN OPERATING COMPANY, LLC ATTN: DAMON PARKER 1001 17TH STREET, SUITE 2000 DENVER, CO 80202	Master Data Trade Agreement - Licensing Proprietary 3D Seismic Data, Dated: 08/13/2018	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
863	Extraction Oil & Gas, Inc.	GREAT WESTERN OPERATING COMPANY, LLC ATTN: STEVE R. STACY, SR. VICE PRESIDENT LAND 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding DITTMER KE 20-029HN (INITIAL WELL) DITTMER KE 20-0311-IN, Dated: 08/01/2016	-
864	Extraction Oil & Gas, Inc.	GREAT WESTERN OPERATING COMPANY, LLC ATTN: STEVE R. STACY, SR. VICE PRESIDENT LAND 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Kodak North FD 27-019HN, JOA.0017 5912, Dated: 05/01/2014	-
865	Extraction Oil & Gas, Inc.	GREAT WESTERN OPERATING COMPANY, LLC ATTN: STEVE R. STACY, SR. VICE PRESIDENT LAND 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Willow Bend LD 18-361HC, Dated: 10/01/2014	-
866	Extraction Oil & Gas, Inc.	GREAT WESTERN OPERATING COMPANY, LLC ATTN: STEVE R. STACY, SR. VICE PRESIDENT LAND 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Model Form Operating Agreement regarding Codell/Niobrara Formation, Dated: 07/01/2014	-
867	Extraction Oil & Gas, Inc.	GREAT WESTERN OPERATING COMPANY, LLC ATTN: STEVE R. STACY, SR. VICE PRESIDENT LAND 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Model Form Operating Agreement regarding Rubyanna 13C-32W, Dated: 02/14/2014	-
868	Extraction Oil & Gas, Inc.	GREAT WESTERN OPERATING COMPANY, LLC ATTN: JASON BRAND, EXPLORATION MANAGER 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Non-Exclusive Seismic Data Use License - Raindance 3D Survey (Partial), Dated: 11/27/2017	-
869	Extraction Oil & Gas, Inc.	GREAT WESTERN OPERATING COMPANY, LLC ATTN: STEVE R. STACY, SR. VICE PRESIDENT LAND 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Wellbore Specific Declaration of Pooling regarding Kodak North FD 27-019HN, Dated: 04/18/2014	-
870	Extraction Oil & Gas, Inc.	GREAT WESTERN OPERATING COMPANY, LLC ATTN: STEVE R. STACY, SR. VICE PRESIDENT LAND 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Wellbore Specific Declaration of Pooling regarding Willow Bend LD 18-361HC Well, Dated: 11/04/2014	-
871	Extraction Oil & Gas, Inc.	GREAT WESTERN RAILWAY OF COLORADO, L.L.C. 252 CLAYTON STREET, 4TH FLOOR DENVER, CO 80206	Certificate of Liability Insurance, Policy No. ZPP31M5746917N4, Dated: 05/20/2017	-
872	Extraction Oil & Gas, Inc.	GREAT WHITE ENTERPRISES LLC 1501 CROCKETT ST AMARILLO, TX 79102	Master Services Agreement, Dated: 08/28/2018	-
873	Extraction Oil & Gas, Inc.	GREELEY IRRIGATION COMPANY ATTN: STAR WARING PO BOX 445 GREELEY, CO 80632	Lease Agreement - Order of Payment regarding Part of the SW/4 of Section 7, Dated: 06/11/2020	-
874	Extraction Oil & Gas, Inc.	GREENE, STEVEN P. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
875	Extraction Oil & Gas, Inc.	GREENE, STEVEN P. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
876	Extraction Oil & Gas, Inc.	GREENE, STEVEN P. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
877	Extraction Oil & Gas, Inc.	GREENE, STEVEN P. ADDRESS ON FILE	Restricted Stock Units, Dated: 07/31/2017	-
878	Extraction Oil & Gas, Inc.	GREENES ENERGY GROUP, LLC PO BOX 80129 LAFAYETTE, LA 70598-0129	Master Services Agreement, Dated: 01/09/2015	-
879	Extraction Oil & Gas, Inc.	GREENGUARD ENERGY SERVICES LLC 4122 E MCLELLAN RD UNIT 8 MESA, AZ 85205	Master Services Agreement	104,258.54
880	Extraction Oil & Gas, Inc.	GREENPRINT VENTURES, LLC ATTN: JOHN WICKLIFF PO BOX 6247 DENVER, CO 80206	Agreement to Assign and Assume Purchase and Sale Agreement, Dated: 08/27/2018	-
881	Northwest Corridor Holdings, LLC	GREENPRINT VENTURES, LLC ATTN: JOHN WICKLIFF 1546 COLE BOULEVARD, SUITE 150 LAKEWOOD, CO 80401	Purchase and Sale Agreement with Escrow Instructions - Assignment and Assumption, Dated: 12/29/2018	-
882	Northwest Corridor Holdings, LLC	GREENPRINT VENTURES, LLC ATTN: JOHN WICKLIFF 1546 COLE BOULEVARD, SUITE 150 LAKEWOOD, CO 80401	Purchase and Sale Agreement with Escrow Instructions, Dated: 08/24/2018	-
883	Extraction Oil & Gas, Inc.	GREINER ELECTRIC LLC 12456 DUMONT WAY LITTLETON, CO 80125	Master Services Agreement, Dated: 01/17/2019	1,708.50

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
884	Extraction Oil & Gas, Inc.	GRID POINT UTILITY SERVICES LLC 11963 RIVERSTONE CIR UNIT A HENDERSON, CO 80640	Master Services Agreement, Dated: 07/25/2018	13,130.00
885	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Agreement (Bower Wells), Dated: 09/30/2014	-
886	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Agreement (Breniman Wells) regarding Oil and Gas Resources, Dated: 06/01/2014	-
887	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Agreement (Hergert and Frye Leases) regarding Well Drilling, Dated: 09/30/2014	-
888	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Agreement regarding Leasehold Exchange, Dated: 06/29/2015	-
889	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Assignment of Oil and Gas Leases, Dated: 09/30/2014	-
890	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Declaration of Pooling and Unit Designation regarding Limited to the Windsor LV F-14H and Windsor LVG-14H Wellbores, Dated: 05/12/2015	-
891	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Declaration of Pooling and Unit Designation regarding Township 6 North, Range 66 West, 6th P.M. Section 36: S2N2 & N2S2 Containing 320 Acres, More or Less Limited to the Hiner 36C-24W, Dated: 06/17/2014	-
892	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 05/12/2015	-
893	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 05/12/2015	-
894	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 06/17/2014	-
895	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 09/10/2015	-
896	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 11/17/2014	-
897	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Declaration of Pooling regarding McKinstry 28N-21HZ Well, Dated: 04/02/2015	-
898	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Declaration of Pooling, Dated: 04/02/2015	-
899	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Development and Operating Agreement regarding Oil and Gas Resources, Dated: 09/30/2014	-
900	8 North, LLC	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE STACY 1001 17TH STREET, SUITE 2000 DENVER, CO 80202	Exchange Agreement - Oil & Gas Property Interests, Dated: 08/01/2017	-
901	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE STACY 1001 17TH STREET, SUITE 2000 DENVER, CO 80202	Exchange Agreement - Oil & Gas Property Interests, Dated: 08/01/2017	-

Schedule of Assumed Executory Contracts and Unexpired Leases

<u>No.</u>	<u>Debtor</u>	<u>Counterparty</u>	<u>Contract Description</u>	<u>Cure Amount</u>
902	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE STACY 1001 17TH STREET, SUITE 2000 DENVER, CO 80202	Exchange Agreement - Oil & Gas Property Interests, Dated: 12/01/2018	-
903	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Exchange Agreement regarding Certain Oil and Gas Property Interests in Weld and Adams Counties, CO, Dated: 01/01/2016	-
904	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Exchange Agreement regarding Certain Oil and Gas Property Interests in Weld and Adams Counties, CO, Dated: 01/01/2016	-
905	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	First Amendment to Exchange Agreement Dated April 25, 2016	-
906	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Leasehold Interests Exchange Agreement, Dated: 09/30/2014	-
907	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding DITTMER KE 20-029HN (INITIAL WELL) DITTMER KE 20-0311-IN, Dated: 08/01/2016	-
908	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Kodak North FD 27-019HN, JOA.0017 5912, Dated: 05/01/2014	-
909	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Willow Bend LD 18-361HC, Dated: 10/01/2014	-
910	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Model Form Operating Agreement regarding Codell/Niobrara Formation, Dated: 07/01/2014	-
911	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Model Form Operating Agreement regarding GW. JOAs Diamond Valley East #'s 3, 5, 6, 8, 9, Dated: 08/01/2014	-
912	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Model Form Operating Agreement regarding Horizontal Well - Tracy 14P-432, Dated: 11/01/2015	-
913	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Model Form Operating Agreement regarding McKinstry 28N-21HZ, Dated: 01/01/2014	-
914	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Model Form Operating Agreement regarding McKinstry 28N-21HZ, Dated: 01/01/2014	-
915	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Model Form Operating Agreement regarding Thornton #11 & 12 Wells, Dated: 11/17/2014	-
916	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
917	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Model Form Operating Agreement, Dated: 05/01/2015	-
918	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated February 1, 2014	-
919	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated March 27, 2015	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
920	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement regarding Thornton #11 & 12 Wells, Dated: 11/17/2014	-
921	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement Dated March 27, 2015	-
922	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Wellbore Specific Declaration of Pooling regarding Kodak North FD 27-019HN, Dated: 04/18/2014	-
923	Extraction Oil & Gas, Inc.	GRIZZLY PETROLEUM COMPANY, LLC ATTN: STEVE R. STACY, VICE PRESIDENT 1801 BROADWAY, SUITE 500 DENVER, CO 80202	Wellbore Specific Declaration of Pooling regarding Willow Bend LD 18-361HC Well, Dated: 11/04/2014	-
924	Extraction Oil & Gas, Inc.	GSO EM HOLDINGS LP, ET AL. 342 PARK AVE., FLR 30 NEW YORK, NY 10154	Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement and Produced Water Gathering Agreement - First Amendment, Dated: 07/03/2018	-
925	Extraction Oil & Gas, Inc.	GSO EM HOLDINGS LP, ET AL. 342 PARK AVE., FLR 30 NEW YORK, NY 10154	Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement and Produced Water Gathering Agreement - First Amendment, Dated: 07/03/2018	-
926	Extraction Oil & Gas, Inc.	GSO EM HOLDINGS LP, ET AL. 342 PARK AVE., FLR 30 NEW YORK, NY 10154	Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement and Produced Water Gathering Agreement - First Amendment, Dated: 07/03/2018	-
927	Extraction Oil & Gas, Inc.	GSO EM HOLDINGS LP, ET AL. 342 PARK AVE., FLR 30 NEW YORK, NY 10154	Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement and Produced Water Gathering Agreement - First Amendment, Dated: 09/20/2018	-
928	Extraction Oil & Gas, Inc.	GSO EM HOLDINGS LP, ET AL. 342 PARK AVE., FLR 30 NEW YORK, NY 10154	Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement and Produced Water Gathering Agreement - Second Amendment, Dated: 04/18/2019	-
929	Extraction Oil & Gas, Inc.	GSO EM HOLDINGS LP, ET AL. 342 PARK AVE., FLR 30 NEW YORK, NY 10154	Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement and Produced Water Gathering Agreement - Second Amendment, Dated: 07/03/2018	-
930	Extraction Oil & Gas, Inc.	GSO EM HOLDINGS LP, ET AL. 342 PARK AVE., FLR 30 NEW YORK, NY 10154	Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement and Produced Water Gathering Agreement - Second Amendment, Dated: 07/03/2018	-
931	Extraction Oil & Gas, Inc.	GSO EM HOLDINGS LP, ET AL. 342 PARK AVE., FLR 30 NEW YORK, NY 10154	Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement and Produced Water Gathering Agreement - Third Amendment, Dated: 12/16/2019	-
932	Extraction Oil & Gas, Inc.	GSO EM HOLDINGS LP, ET AL. 342 PARK AVE., FLR 30 NEW YORK, NY 10154	Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement and Produced Water Gathering Agreement - Third Amendment, Dated: 12/16/2019	-
933	Extraction Oil & Gas, Inc.	GSO EM HOLDINGS LP, ET AL. 342 PARK AVE., FLR 30 NEW YORK, NY 10154	Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement, and Produced Water Gathering Agreement - Second Amendment, Dated: 07/03/2018	-
934	Extraction Oil & Gas, Inc.	GSO EM HOLDINGS LP, ET AL. 342 PARK AVE., FLR 30 NEW YORK, NY 10154	Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement, and Produced Water Gathering Agreement - Third Amendment, Dated: 07/03/2018	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
935	Extraction Oil & Gas, Inc.	GSO EM HOLDINGS LP, ET AL. 342 PARK AVE., FLR 30 NEW YORK, NY 10154	Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement, and Produced Water Gathering Agreement -Third Amendment, Dated: 07/03/2018	-
936	Extraction Oil & Gas, Inc.	GTUIT LLC 2924 MILLENNIUM CIRCLE SUITE A BILLINGS, MT 59102	Master Services Agreement, Dated: 10/10/2018	-
937	Extraction Oil & Gas, Inc.	GUTIERREZ, PAULA A. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
938	Extraction Oil & Gas, Inc.	GUTIERREZ, PAULA A. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
939	Extraction Oil & Gas, Inc.	GUTIERREZ, PAULA A. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
940	Extraction Oil & Gas, Inc.	GUYER, JOCELYN ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
941	Extraction Oil & Gas, Inc.	GUYER, JOCELYN ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
942	Extraction Oil & Gas, Inc.	GUYER, JOCELYN ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
943	Extraction Oil & Gas, Inc.	GWIP, LLC ATTN: KEVIN J. SHUBA, MANAGER 252 CLAYTON STREET, 4TH FLOOR DENVER, CO 80206	Surface Use Agreement - Second Amendment	-
944	Extraction Oil & Gas, Inc.	GYRODATA, INC. 23000 NORTHWEST LAKE DRIVE HOUSTON, TX 77095	Master Services Agreement, Dated: 04/17/2017	40,950.00
945	Extraction Oil & Gas, Inc.	H & E EQUIPMENT SERVICES, INC. 7500 PECUE LANE BATON ROUGE, LA 70809	Master Services Agreement, Dated: 09/10/2019	278,563.49
946	Extraction Oil & Gas, Inc.	H.L. WILLETT ESTATE 518 17TH STREET, STE. 250 DENVER, CO 80202	Declaration of Pooling and Unit Designation regarding Township 6 North, Range 66 West, 6th P.M. Section 36: S2N2 & N2S2 Containing 320 Acres, More or Less Limited to the Hiner 36C-24W, Dated: 06/17/2014	-
947	Extraction Oil & Gas, Inc.	H.L. WILLETT ESTATE, LOUISE WILLETT CURTIS AND BOYD RYAN WILLETT JR., AS PERSONAL REPRESENTATIVES 518 17TH STREET, STE. 250 DENVER, CO 80202	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
948	Extraction Oil & Gas, Inc.	H2 ENTERPRISES LLC 4626 WCR 65 KEENESBURG, CO 80643	Master Services Agreement	107,291.75
949	Extraction Oil & Gas, Inc.	H2E INCORPORATED 808 NORTH MAIN STREET SPEARFISH, SD 57783	Master Services Agreement	-
950	Extraction Oil & Gas, Inc.	HACK, MELINDA ADDRESS ON FILE	Restricted Stock Units, Dated: 01/28/2019	-
951	Extraction Oil & Gas, Inc.	HAIL, CODY ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
952	Extraction Oil & Gas, Inc.	HAIL, CODY ADDRESS ON FILE	Restricted Stock Units, Dated: 01/31/2018	-
953	Extraction Oil & Gas, Inc.	HAIL, CODY ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
954	Axis Exploration, LLC	HAIMO OIL & GAS LLC ATTN: JOHN AUSTIN AKERS 518 17TH ST. SUITE 1800 DENVER, CO 80202	Designation of Successor Operator Communitization Agreement No. COC78036, COC78036, Dated: 02/16/2017	-
955	Extraction Oil & Gas, Inc.	HALLIBURTON ENERGY SERVICES INC. PO BOX 301341 DALLAS, TX 75303-1341	Bailment Agreement - Warehouse and Storage Services, Dated: 06/15/2020	1,049,555.79

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
956	Extraction Oil & Gas, Inc.	HALLIBURTON ENERGY SERVICES-ROCKY MOUNTAINS 1125 17TH STREET, SUITE 1900 DENVER, CO 80202	Master Services Agreement, Dated: 04/01/2015	-
957	Extraction Oil & Gas, Inc.	HAMPTON, SCOTT J. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
958	Extraction Oil & Gas, Inc.	HAMPTON, SCOTT J. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
959	Extraction Oil & Gas, Inc.	HAMPTON, SCOTT J. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
960	Extraction Oil & Gas, Inc.	HANDY DITCH COMPANY ATTN: STEVEN D. ANDERSON 2010 COUNTY ROAD 10E P.O. BOX 569 BERTHOUD, CO 80513	Water Delivery and Lease Agreement, Dated: 05/14/2018	-
961	Extraction Oil & Gas, Inc.	HANOVER INSURANCE COMPANY 440 LINCOLN STREET WORCESTER, MA 01653-0002	Insurance Policy No. RH4H26511900 - Property	-
962	Extraction Oil & Gas, Inc.	HAPE, JACK ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
963	Extraction Oil & Gas, Inc.	HAPE, JACK ADDRESS ON FILE	Restricted Stock Units, Dated: 01/21/2019	-
964	Extraction Oil & Gas, Inc.	HAPE, JACK ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
965	Extraction Oil & Gas, Inc.	HARRY LATERAL DITCH COMPANY ATTN: PRESIDENT 4000 LOMA VISTA PLACE JOHNSTOWN, CO 80534	Development Agreement - Ditch Enclosure and Temporary Crossing	-
966	Extraction Oil & Gas, Inc.	HARTMAN, BARTLEY A. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
967	Extraction Oil & Gas, Inc.	HARTMAN, BARTLEY A. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
968	Extraction Oil & Gas, Inc.	HARTMAN, BARTLEY A. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
969	Extraction Oil & Gas, Inc.	HARTMAN, BARTLEY A. ADDRESS ON FILE	Retention Agreement, Dated: 06/09/2020	-
970	7N, LLC	HAYDEN OUTDOORS, LLC 501 MAIN STREET #1A WINDSOR, CO 80550	Contract to Buy and Sell Real Estate (Commercial), Dated: 03/04/2020	-
971	Extraction Oil & Gas, Inc.	HAZELTINE ADVISORS, LLC ATTN: CHAD R. SPENCER, CEO 2617 BISSONNET ST., SUITE 222 HOUSTON, TX 77005	Agreement for Agency Referrals, Dated: 06/29/2019	-
972	Extraction Oil & Gas, Inc.	HEAT WAVES HOT OIL SERVICE LLC 999 18TH STREET SUITE 1925N DENVER, CO 80202	Master Services Agreement, Dated: 08/22/2016	534,747.60
973	Extraction Oil & Gas, Inc.	HEATH CONSTRUCTION LLC PO DRAWER H FORT COLLINS, CO 80522	Early Start Agreement - Amended and Restated, Modifications to Form A133-2009, Dated: 11/15/2018	15,000.00
974	Extraction Oil & Gas, Inc.	HEIRS/DEVISEES OF JOSE GUTIERREZ ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
975	Extraction Oil & Gas, Inc.	HEIRS/DEVISEES OF ROLAND L. MAPELLI ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well - Tracy 14P-432, Dated: 11/01/2015	-
976	Extraction Oil & Gas, Inc.	HEIRS/DEVISEES OF ROLAND L. MAPELLI ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well (Thornton 18L-401), Dated: 09/01/2014	-
977	Extraction Oil & Gas, Inc.	HEIRS/DEVISEES OF ROLAND L. MAPELLI ADDRESS ON FILE	Wellbore Specific Declaration of Pooling regarding Thornton 18L-401, Dated: 09/22/2014	-
978	Extraction Oil & Gas, Inc.	HEIRS/DEVISEES OF TERRI SUE CLAIR ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well - Tracy 14P-432, Dated: 11/01/2015	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
979	Extraction Oil & Gas, Inc.	HEIRS/DEVEISEES OF TERRI SUE CLAIR ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well (Thornton 18L-401), Dated: 09/01/2014	-
980	Extraction Oil & Gas, Inc.	HEIRS/DEVEISEES OF TERRI SUE CLAIR ADDRESS ON FILE	Wellbore Specific Declaration of Pooling regarding Thornton 18L-401, Dated: 09/22/2014	-
981	Extraction Oil & Gas, Inc.	HELLMAN & ASSOCIATES, INC. 11913 W-I 70 FRONTAGE RD. NORTH WHEAT RIDGE, CO 80033	General Services Agreement - Health and Safety Support	15,462.78
982	Extraction Oil & Gas, Inc.	HETTINGER 24-11, LLC 19 OLD TOWN SQUARE DENVER, CO 80202	Model Form Operating Agreement regarding Rubyanna 13C-32W, Dated: 02/14/2014	-
983	Extraction Oil & Gas, Inc.	HETTINGER 24-11, LLC 19 OLD TOWN SQUARE DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement, Dated: 02/01/2014	-
984	Extraction Oil & Gas, Inc.	HHS CONSULTING INC 433 PARK POINT DR STE. 200 GOLDEN, CO 80401	Master Services Agreement	-
985	Extraction Oil & Gas, Inc.	HIGH DESERT PUMPS, INC 3322 W 1500 S VERNAL, UT 84078	Master Services Agreement, Dated: 03/09/2018	8,101.59
986	Extraction Oil & Gas, Inc.	HIGH PLAINS POWER & CONTROL 124 N 6TH AVENUE GREELEY, CO 80631	Master Services Agreement, Dated: 10/03/2019	-
987	Extraction Oil & Gas, Inc.	HIGHLAND FLUID TECHNOLOGY 11221 CUTTEN ROAD HOUSTON, TX 77066	Master Services Agreement, Dated: 01/18/2017	-
988	Extraction Oil & Gas, Inc.	HILL ENTERPRISES INC DBA HILL PETROLEUM 6301 RALSTON RD ARAVADA, CO 80002	Master Services Agreement, Dated: 01/07/2020	-
989	7N, LLC	HILLSIDE COMMERCIAL GROUP, INC. ATTN: JON TURNER 6355 N FAIRGROUNDS AVE SUITE 300 WINDSOR, CO 80550	Purchase and Sale Agreement, Dated: 12/08/2019	-
990	Extraction Oil & Gas, Inc.	HILLSPPOINT TECHNICAL SOLUTIONS 5259 W 9TH ST DR GREELEY, CO 80634	Master Services Agreement, Dated: 04/30/2019	76,978.10
991	Extraction Oil & Gas, Inc.	HINRICH, LUKE ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
992	Extraction Oil & Gas, Inc.	HINRICH, LUKE ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
993	Extraction Oil & Gas, Inc.	HINRICH, LUKE ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
994	Extraction Oil & Gas, Inc.	HIRED GUN WEED & PEST CONTROL LLC 25307 COUNTY ROAD 50 KERSEY, CO 80644	Master Services Agreement, Dated: 08/24/2018	-
995	Extraction Oil & Gas, Inc.	HOLE SEEKERS HYDROTESTING INC P. O BOX 146 BRIGHTON, CO 80601-0146	Master Services Agreement, Dated: 01/25/2018	2,808.80
996	Extraction Oil & Gas, Inc.	HOLGUIN, MARCUS ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
997	Extraction Oil & Gas, Inc.	HOLGUIN, MARCUS ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
998	Extraction Oil & Gas, Inc.	HOLGUIN, MARCUS ADDRESS ON FILE	Restricted Stock Units, Dated: 04/30/2018	-
999	Extraction Oil & Gas, Inc.	HOLGUIN, THERESA ADDRESS ON FILE	Restricted Stock Units, Dated: 06/17/2019	-
1000	Extraction Oil & Gas, Inc.	HOKKER, ALEXANDAR ADDRESS ON FILE	Restricted Stock Units, Dated: 04/10/2019	-
1001	Extraction Oil & Gas, Inc.	HOPPER OIL CO. PO BOX 668 NIWOT, CO 80544	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-SOSA 2A-7H-E168, Dated: 10/03/2016	-
1002	Extraction Oil & Gas, Inc.	HORIZON OILFIELD SERVICES 2025 8TH AVE CT GREELEY, CO 80634	Master Services Agreement, Dated: 05/03/2018	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1003	Extraction Oil & Gas, Inc.	HP OILFIELD SERVICES, LLC 12923 CACTUS DRIVE STERLING, CO 80751	Master Services Agreement	1,277.20
1004	Extraction Oil & Gas, Inc.	HRM RESOURCES II, LLC ATTN: L. ROGER HUTSON, PRESIDENT/CEO 410 17TH ST., SUITE 1600 DENVER, CO 80202	Escrow Agreement, Dated: 03/24/2017	-
1005	Extraction Oil & Gas, Inc.	HRM RESOURCES II, LLC ATTN: L. ROGER HUTSON 410 17TH ST., STE. 1600 DENVER, CO 80202	Purchase and Sale Agreement - All Related Exhibits, Dated: 03/24/2017	-
1006	Extraction Oil & Gas, Inc.	HRM RESOURCES II, LLC ATTN: PRESIDENT/CEO 410 17TH ST., SUITE 1600 DENVER, CO 80202	Seismic Data Sales Agreement - Third Creek 3D - Adams County, Colorado, Dated: 07/01/2017	-
1007	Extraction Oil & Gas, Inc.	HRM RESOURCES, LLC ATTN: G. WALTER LUNSFORD 410 17TH STREET, SUITE 1200 DENVER, CO 80202	Confirmation Letter regarding Drilling Rights Agreement TIS-R67W, Section 18: NW/4, Dated: 03/31/2009	-
1008	Extraction Oil & Gas, Inc.	HRM RESOURCES, LLC 410 17TH STREET, SUITE 1200 DENVER, CO 80202	Farmout Agreement, Dated: 03/20/2009	-
1009	Extraction Oil & Gas, Inc.	HUB INTERNATIONAL INSURANCE SERVICES, INC. ATTN: CAROL DODD, CLIENT EXECUTIVE 1125 17TH STREET, SUITE 900 DENVER, CO 80202	Consulting Agreement, Dated: 10/15/2015	-
1010	Extraction Oil & Gas, Inc.	HUB INTERNATIONAL INSURANCE SERVICES, INC. ATTN: LISA SEAL, ACCOUNT EXECUTIVE 1125 17TH STREET, SUITE 900 DENVER, CO 80202	Letter Amendment to the 2020 Employee Benefit Renewal, Dated: 01/01/2020	-
1011	Extraction Oil & Gas, Inc.	HUGH J. KING ADDRESS ON FILE	Letter regarding Agreement to Lease T1S-R67W of the 6th P.M., Dated: 04/18/2014	-
1012	Extraction Oil & Gas, Inc.	HUGH J. KING ADDRESS ON FILE	Oil and Gas Lease	-
1013	Extraction Oil & Gas, Inc.	HUGH J. KING ADDRESS ON FILE	Seismic Surface Use Agreement regarding N/2NE/4 Section 12, Township 1 South, Range 67 West of the 6th P.M., Dated: 04/18/2014	-
1014	Extraction Oil & Gas, Inc.	HUNTER, WILLIAM J. ADDRESS ON FILE	Restricted Stock Units, Dated: 06/24/2019	-
1015	Extraction Oil & Gas, Inc.	HUWA, JARROD ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1016	Extraction Oil & Gas, Inc.	HUWA, JARROD ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1017	Extraction Oil & Gas, Inc.	HUWA, JARROD ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1018	Extraction Oil & Gas, Inc.	ICC, INC. ATTN: SUSAN RUHL, PRESIDENT, CFO 1873 S. BELLAIRE ST. SUITE 750 DENVER, CO 80222	Master Services Agreement - Management and Leadership Development, Coaching, Career Transition and Consulting Support	-
1019	Extraction Oil & Gas, Inc.	IDEAL COMPLETION SERVICES LLC 2 W. 2ND. ST. STE 1205 TULSA, OK 74103	Master Services Agreement, Dated: 08/24/2017	-
1020	Extraction Oil & Gas, Inc.	IDEAL FENCING LLC 5795 IDEAL DR ERIE, CO 80516	Master Services Agreement	89,650.00
1021	Extraction Oil & Gas, Inc.	IES LLC 18722 CR 46 LA SALLE, CO 80645	Master Services Agreement, Dated: 06/08/2015	62,116.69
1022	Extraction Oil & Gas, Inc.	IHS GLOBAL INC. ATTN: LEGAL DEPARTMENT 15 INVERNESS WAY EAST ENGLEWOOD, CO 80112	IHS General Agreement - Order Form, Contract Number: 00428604, Dated: 06/11/2020	-
1023	Extraction Oil & Gas, Inc.	IHS GLOBAL INC. ATTN: NELSON ARMSTRONG 15 INVERNESS WAY EAST ENGLEWOOD, CO 80112	Software & Maintenance Agreement - DeclinePlus Network Subscription, Dated: 08/11/2017	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1024	Extraction Oil & Gas, Inc.	IHS GLOBAL INC. ATTN: NANCY STRABALA 15 INVERNESS WAY EAST ENGLEWOOD, CO 80112	Software & Maintenance Agreement - Reservoir SE Network Subscription, Dated: 04/12/2019	-
1025	Extraction Oil & Gas, Inc.	IHS GLOBAL INC. ATTN: NELSON ARMSTRONG 15 INVERNESS WAY EAST ENGLEWOOD, CO 80112	Subscription Order Agreement - Fee Lease Data/County/Sub/Except-PA, OH, WV, Dated: 01/31/2017	-
1026	Extraction Oil & Gas, Inc.	IMA, INC. - COLORADO DIVISION 1705 17TH STREET, SUITE 100 DENVER, CO 80202	Certificate of Liability Insurance, Dated: 08/14/2017	-
1027	Extraction Oil & Gas, Inc.	IMA, INC. - COLORADO DIVISION 1705 17TH STREET, SUITE 100 DENVER, CO 80202	Certificate of Liability Insurance, Policy No. ZPP31M5746917N4, Dated: 05/20/2017	-
1028	Extraction Oil & Gas, Inc.	INCLINE NIOBRARA PARTNERS, LP 5019 N. CENTRAL EXPY., STE. B DALLAS, TX 75205	Model Form Operating Agreement regarding Brown 23P-321 and Brown 23P-201, Dated: 09/06/2016	-
1029	Extraction Oil & Gas, Inc.	INCLINE NIOBRARA PARTNERS, LP 5019 N. CENTRAL EXPY., STE. B DALLAS, TX 75205	Model Form Operating Agreement regarding Clark 14J-223 and Clark 14J-303, Dated: 10/05/2016	-
1030	Extraction Oil & Gas, Inc.	INCLINE NIOBRARA PARTNERS, LP 5019 N. CENTRAL EXPY., STE. B DALLAS, TX 75205	Model Form Operating Agreement regarding Horizontal Well (Alles 22L-241), Dated: 10/05/2016	-
1031	Extraction Oil & Gas, Inc.	INCLINE NIOBRARA PARTNERS, LP 5019 N. CENTRAL EXPY., STE. B DALLAS, TX 75205	Model Form Operating Agreement regarding Horizontal Well (Clark 14M-343), Dated: 10/05/2016	-
1032	Extraction Oil & Gas, Inc.	INCLINE NIOBRARA PARTNERS, LP 5019 N. CENTRAL EXPY., STE. B DALLAS, TX 75205	Model Form Operating Agreement regarding Horizontal Wells Drilled to the Codell and/or Niobrara Formations, Dated: 10/05/2016	-
1033	Extraction Oil & Gas, Inc.	INCLINE NIOBRARA PARTNERS, LP 5019 N CENTRAL EXPRESSWAY, SUITE B DALLAS, TX 75205	Model Form Operating Agreement regarding Orr 36N-32B-M and Orr 36C-32-M Wells, Dated: 11/01/2016	-
1034	Extraction Oil & Gas, Inc.	INCLINE NIOBRARA PARTNERS, LP 5019 N. CENTRAL EXPY., STE. B DALLAS, TX 75205	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated September 6, 2016	-
1035	Extraction Oil & Gas, Inc.	INDEPENDENT PUMP & SYSTEM MANAGEMENT PO BOX 837 FARMINGTON, NM 87499	Master Services Agreement, Dated: 08/26/2016	36,375.48
1036	Extraction Oil & Gas, Inc.	INEZ GUTIERREZ AND PEDRO GUTIERREZ ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1037	Extraction Oil & Gas, Inc.	INNOVATIVE SOLUTIONS LTD. 199 PALOMA AVENUE BRIGHTON, CO 80601	Master Services Agreement	-
1038	Extraction Oil & Gas, Inc.	INNOVEX DOWNHOLE SOLUTIONS 4310 N SAM HOUSTON PARKWAY EAST HOUSTON, TX 77032	Master Services Agreement, Dated: 01/19/2018	321,875.95
1039	Extraction Oil & Gas, Inc.	INTERLOCK CONCRETE STRUCTURES 1413 63RD AVE CT GREELEY, CO 80634	Master Services Agreement, Dated: 02/18/2019	-
1040	Extraction Oil & Gas, Inc.	INTERSTATES, INC PO BOX 260 SIOUX CENTER, IA 51250	Master Services Agreement, Dated: 09/07/2016	-
1041	Axis Exploration, LLC	IOCL (USA) INC. CITI BANK NA 399 PARK AVEUNE NEW YORK, NY 10043	Designation of Successor Operator Communitization Agreement No. COC78036, COC78036, Dated: 02/16/2017	-
1042	Extraction Oil & Gas, Inc.	J.W. HUTCHESON ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well - Tracy 14P-432, Dated: 11/01/2015	-
1043	Extraction Oil & Gas, Inc.	JACAM CHEMICALS 2013, LLC 205 S. BROADWAY P.O. BOX 96 STERLING, KS 67579	Master Services Agreement, Dated: 08/22/2016	-
1044	Extraction Oil & Gas, Inc.	JACOBSEN, ERIC S. ADDRESS ON FILE	Confidential Separation and General Release Agreement, Dated: 12/09/2019	-
1045	XOG Services, LLC	JACOBSEN, ERIC S. ADDRESS ON FILE	Confidential Separation and General Release Agreement, Dated: 12/09/2019	-
1046	Extraction Oil & Gas, Inc.	JACOBSEN, ERIC S. ADDRESS ON FILE	Employment Agreement, Dated: 11/01/2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1047	XOG Services, LLC	JACOBSEN, ERIC S. ADDRESS ON FILE	Employment Agreement, Dated: 11/01/2016	-
1048	Extraction Oil & Gas, Inc.	JACOBSEN, ERIC S. ADDRESS ON FILE	Non-Qualified Stock Options, Dated: 10/04/2017	-
1049	Extraction Oil & Gas, Inc.	JACOBSEN, LONDON ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1050	Extraction Oil & Gas, Inc.	JACOBSEN, LONDON ADDRESS ON FILE	Restricted Stock Units, Dated: 01/16/2018	-
1051	Extraction Oil & Gas, Inc.	JACOBSEN, LONDON ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1052	Extraction Oil & Gas, Inc.	JACOBSEN, LONDON ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1053	Extraction Oil & Gas, Inc.	JAG ENTERPRISES LLC PO BOX 643 WYNNWOOD, OK 73098	Master Services Agreement	-
1054	Extraction Oil & Gas, Inc.	JAMES D. HILL ADDRESS ON FILE	Model Form Operating Agreement regarding Dalton 24Q-441 Horizontal Well, Dated: 02/01/2013	-
1055	Extraction Oil & Gas, Inc.	JAMES D. HILL ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well (Dalton 24Q-241), Dated: 02/01/2013	-
1056	Extraction Oil & Gas, Inc.	JAMES D. HILL ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well (Dalton 24Q-241), Dated: 03/01/2013	-
1057	Extraction Oil & Gas, Inc.	JAMES H. MUIR REVOCABLE TRUST 227 83RD AVENUE GREELEY, CO 80634	Model Form Operating Agreement regarding Orr 36N-32B-M and Orr 36C-32-M Wells, Dated: 11/01/2016	-
1058	XOG Services, LLC	JAMES KEITH DOSS ADDRESS ON FILE	Separation Agreement and General Release, Dated: 05/31/2016	-
1059	Extraction Oil & Gas, Inc.	JAMM POWER SERVICE LLC 32495 COUNTY ROAD 14 KEENESBURG, CO 80643	Master Services Agreement, Dated: 10/04/2017	-
1060	Extraction Oil & Gas, Inc.	JANET LEE ROBERTS ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well - Tracy 14P-432, Dated: 11/01/2015	-
1061	Extraction Oil & Gas, Inc.	JANET LEE ROBERTS ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well (Thornton 18L-401), Dated: 09/01/2014	-
1062	Extraction Oil & Gas, Inc.	JANET LEE ROBERTS ADDRESS ON FILE	Wellbore Specific Declaration of Pooling regarding Thornton 18L-401, Dated: 09/22/2014	-
1063	Extraction Oil & Gas, Inc.	JAVIER GURROLA AND LETICIA GURROLA ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1064	Extraction Oil & Gas, Inc.	JB SITTNER TRUCKING LLC PO BOX 146 NUNN, CO 80648	Master Services Agreement, Dated: 03/11/2020	-
1065	Extraction Oil & Gas, Inc.	JDS ELECTRIC, LLC 405 W BOXELDER ROAD, SUITE A GILLETTE, WY 82718	Master Services Agreement, Dated: 06/24/2016	230.00
1066	Extraction Oil & Gas, Inc.	JERALD CHARLES STEELE ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well - Tracy 14P-432, Dated: 11/01/2015	-
1067	Extraction Oil & Gas, Inc.	JERALD CHARLES STEELE ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well (Thornton 18L-401), Dated: 09/01/2014	-
1068	Extraction Oil & Gas, Inc.	JERALD CHARLES STEELE ADDRESS ON FILE	Wellbore Specific Declaration of Pooling regarding Thornton 18L-401, Dated: 09/22/2014	-
1069	Extraction Oil & Gas, Inc.	JESS P. GOMEZ ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1070	Extraction Oil & Gas, Inc.	JESS P. GOMEZ AND JOSIE GOMEZ AND JOINT TENANTS ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1071	Extraction Oil & Gas, Inc.	JFDR, LLC ATTN: ERIN B. PARKER 915 W. LEHIGH, SUITE 1394 ENGLEWOOD, CO 80150	Model Form Operating Agreement (Wellbore Specific Agreement) regarding DITTMER KE 20-029HN (INITIAL WELL) DITTMER KE 20-0311-IN, Dated: 08/01/2016	-
1072	Extraction Oil & Gas, Inc.	JIMENEZ, DANIELLE ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1073	Extraction Oil & Gas, Inc.	JIMENEZ, DANIELLE ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1074	Extraction Oil & Gas, Inc.	JIMENEZ, DANIELLE ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1075	Extraction Oil & Gas, Inc.	JIMENEZ, DANIELLE ADDRESS ON FILE	Restricted Stock Units, Dated: 11/13/2017	-
1076	Extraction Oil & Gas, Inc.	JOE ANTHONY GUTIERREZ AND LINDA MAE RIOS AS TENANTS IN COMMON ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1077	Extraction Oil & Gas, Inc.	JOHN D. CHARBONNEAU AND LISA F. CHARBONNEAU, JT ADDRESS ON FILE	Model Form Operating Agreement regarding Orr 36N-32B-M and Orr 36C-32-M Wells, Dated: 11/01/2016	-
1078	Extraction Oil & Gas, Inc.	JOHN M. OUZTS ADDRESS ON FILE	Model Form Operating Agreement regarding Orr 36N-32B-M and Orr 36C-32-M Wells, Dated: 11/01/2016	-
1079	Extraction Oil & Gas, Inc.	JOHN O. NORIN ADDRESS ON FILE	Model Form Operating Agreement regarding Thornton #11 & 12 Wells, Dated: 11/17/2014	-
1080	Extraction Oil & Gas, Inc.	JOHN O. NORIN ADDRESS ON FILE	Model Form Operating Agreement regarding Thornton #5, 6, 7, 8, 9, Dated: 11/17/2014	-
1081	Extraction Oil & Gas, Inc.	JOHN O. NORIN ADDRESS ON FILE	Model Form Recording Supplement to Operating Agreement and Financing Statement regarding Thornton #11 & 12 Wells, Dated: 11/17/2014	-
1082	Extraction Oil & Gas, Inc.	JOHN W. MOORE JR. ADDRESS ON FILE	Agreement regarding Mineral Interests	-
1083	Extraction Oil & Gas, Inc.	JOHN W. MOORE JR. ADDRESS ON FILE	Agreement regarding Mineral Interests	-
1084	Extraction Oil & Gas, Inc.	JOHNSON, BRETT ADDRESS ON FILE	Restricted Stock Units, Dated: 05/29/2019	-
1085	Extraction Oil & Gas, Inc.	JOMAX CONSTRUCTION CO., INC. 1901 MAIN ST PLATTEVILLE, CO 80651	Master Services Agreement, Dated: 02/22/2018	-
1086	Extraction Oil & Gas, Inc.	JONES LANG LASALLE BROKERAGE, INC. ATTN: LINDSAY BROWN 1225 17TH STREET, SUITE 1900 DENVER, CO 80202	Exclusive Listing Agreement	-
1087	Extraction Oil & Gas, Inc.	JONES LANG LASALLE BROKERAGE, INC. ATTN: LINDSAY BROWN 1225 17TH STREET, SUITE 1900 DENVER, CO 80202	Exclusive Listing Agreement, Dated: 06/08/2020	-
1088	Extraction Oil & Gas, Inc.	JORDANCE ENERGY, INC. ATTN: LANE M. JUNGERS 1615 CALIFORNIA STREET, SUITE 702 DENVER, CO 80202	Declaration of Pooling and Unit Assignment regarding Hiner 36C-17W Wellbore, Dated: 06/17/2014	-
1089	Extraction Oil & Gas, Inc.	JORDANCE ENERGY, INC. ATTN: LANE M. JUNGERS, PRESIDENT 1615 CALIFORNIA STREET, SUITE 702 DENVER, CO 80202	Declaration of Pooling and Unit Designation regarding Township 6 North, Range 66 West, 6th P.M. Section 36: S2N2 & N2S2 Containing 320 Acres, More or Less Limited to the Hiner 36C-24W, Dated: 06/17/2014	-
1090	Extraction Oil & Gas, Inc.	JORDANCE ENERGY, INC. 1615 CALIFORNIA STREET, SUITE 702 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 06/17/2014	-
1091	Extraction Oil & Gas, Inc.	JORDANCE ENERGY, INC. 1615 CALIFORNIA STREET, SUITE 702 DENVER, CO 80202	Lease Extension, Dated: 12/09/2013	-

Schedule of Assumed Executory Contracts and Unexpired Leases

<u>No.</u>	<u>Debtor</u>	<u>Counterparty</u>	<u>Contract Description</u>	<u>Cure Amount</u>
1092	Extraction Oil & Gas, Inc.	JORDANCE ENERGY, INC. 1615 CALIFORNIA STREET, SUITE 702 DENVER, CO 80202	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1093	Extraction Oil & Gas, Inc.	JORDANCE ENERGY, INC. ATTN: LANE M. JUNGERS 1615 CALIFORNIA STREET, SUITE 702 DENVER, CO 80202	Model Form Operating Agreement, Dated: 05/01/2014	-
1094	Extraction Oil & Gas, Inc.	JORDANCE ENERGY, INC. 1615 CALIFORNIA STREET, SUITE 702 DENVER, CO 80202	Model Form Operating Agreement, Dated: 05/01/2015	-
1095	Extraction Oil & Gas, Inc.	JOSE A. MARQUEZ AND BENERANDA MARQUEZ ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1096	Extraction Oil & Gas, Inc.	JOSE MENDOZA ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1097	Extraction Oil & Gas, Inc.	JOYCE, JASON ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1098	Extraction Oil & Gas, Inc.	JOYCE, JASON ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1099	Extraction Oil & Gas, Inc.	JOYCE, JASON ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1100	Extraction Oil & Gas, Inc.	JP SERVICES 16619 ALDINE WESTFIELD RD HOUSTON, TX 77073	Master Services Agreement, Dated: 04/11/2016	-
1101	Extraction Oil & Gas, Inc.	JSK INVESTMENT INC. 10805 TURNER BLVD. LONGMONT, CO 80504	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Hopper State 9N-34SLHZ Well, Dated: 10/01/2016	-
1102	Extraction Oil & Gas, Inc.	JSK INVESTMENT INC. 10805 TURNER BLVD. LONGMONT, CO 80504	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Hopper State 24N-34SLHZ, Dated: 12/01/2016	-
1103	Extraction Oil & Gas, Inc.	JSK INVESTMENT INC. 10805 TURNER BLVD. LONGMONT, CO 80504	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Hopper State 40N-34SLHZ, Dated: 12/01/2016	-
1104	Extraction Oil & Gas, Inc.	JUANA RODRIGUEZ ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1105	Extraction Oil & Gas, Inc.	JULIE MANSFIELD/TOP TIER TALENT SOLUTIONS, LLC ATTN: JULIE MANSFIELD, MANAGING PARTNER 3000 LAWRENCE ST. SUITE 121 DENVER, CO 80205	Staffing Services Agreement	-
1106	Extraction Oil & Gas, Inc.	K.P. KAUFFMAN COMPANY, INC. ATTN: AVI MEHLER 1675 BROADWAY, SUITE 2800 DENVER, CO 80202	Asset Purchase Agreement, Dated: 07/01/2019	-
1107	Extraction Oil & Gas, Inc.	KAHL, KENT D. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1108	Extraction Oil & Gas, Inc.	KAHL, KENT D. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1109	Extraction Oil & Gas, Inc.	KAHL, KENT D. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1110	Extraction Oil & Gas, Inc.	KAHUNA VENTURES LLC 11400 WESTMOOR DRIVE STE. 325 WESMINSTER, CO 80021	Master Services Agreement, Dated: 05/31/2017	-
1111	Extraction Oil & Gas, Inc.	KAY L. GALLATIN ADDRESS ON FILE	Model Form Operating Agreement regarding Thornton 14K-441, Dated: 10/01/2015	-
1112	Extraction Oil & Gas, Inc.	KAY L. GALLATIN ADDRESS ON FILE	Wellbore Specific Declaration of Pooling regarding Thornton 14K-441 Wellbore and the Codell formation, Dated: 08/28/2014	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1113	Extraction Oil & Gas, Inc.	KAYDANOV, JAMI ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1114	Extraction Oil & Gas, Inc.	KAYDANOV, JAMI ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1115	Extraction Oil & Gas, Inc.	KAYDANOV, JAMI ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1116	Extraction Oil & Gas, Inc.	KAYDANOV, JAMI ADDRESS ON FILE	Restricted Stock Units, Dated: 06/26/2017	-
1117	Extraction Oil & Gas, Inc.	KBSB INVESTMENT, INC. A COLORADO CORPORATION 10805 TURNER BLVD. LONGMONT, CO 80504	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Hopper State 9N-34SLHZ Well, Dated: 10/01/2016	-
1118	Extraction Oil & Gas, Inc.	KBSB INVESTMENT, INC. A COLORADO CORPORATION 10805 TURNER BLVD. LONGMONT, CO 80504	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Hopper State 24N-34SLHZ, Dated: 12/01/2016	-
1119	7N, LLC	KEITH COWAN 3140 IRIS COURT WHEAT RIDGE, CO 80033	Purchase and Sale Agreement, Dated: 11/20/2019	-
1120	Extraction Oil & Gas, Inc.	KELLEY JR., RUSSELL T. ADDRESS ON FILE	Confidential Separation and General Release Agreement, Dated: 09/15/2019	-
1121	XOG Services, LLC	KELLEY JR., RUSSELL T. ADDRESS ON FILE	Confidential Separation and General Release Agreement, Dated: 09/15/2019	-
1122	Extraction Oil & Gas, Inc.	KELLEY JR., RUSSELL T. ADDRESS ON FILE	Employee Benefit Agreement - 2019 Annual Bonus, Dated: 03/17/2020	-
1123	Extraction Oil & Gas, Inc.	KELLEY JR., RUSSELL T. ADDRESS ON FILE	Employment Agreement, Dated: 10/11/2016	-
1124	XOG Services, LLC	KELLEY JR., RUSSELL T. ADDRESS ON FILE	Employment Agreement, Dated: 10/11/2016	-
1125	Extraction Oil & Gas, Inc.	KELLEY JR., RUSSELL T. ADDRESS ON FILE	Indemnification Agreement, Dated: 10/17/2016	-
1126	Extraction Oil & Gas, Inc.	KELLEY JR., RUSSELL T. ADDRESS ON FILE	Non-Qualified Stock Options, Dated: 10/04/2017	-
1127	Extraction Oil & Gas, Inc.	KELLEY JR., RUSSELL T. ADDRESS ON FILE	Non-Qualified Stock Options, Dated: 10/11/2016	-
1128	Extraction Oil & Gas, Inc.	KELLEY JR., RUSSELL T. ADDRESS ON FILE	Performance Cash Award, Dated: 04/05/2019	-
1129	Extraction Oil & Gas, Inc.	KELLEY JR., RUSSELL T. ADDRESS ON FILE	Performance Share Awards, Dated: 03/01/2018	-
1130	Extraction Oil & Gas, Inc.	KELLEY JR., RUSSELL T. ADDRESS ON FILE	Performance Share Units, Dated: 04/05/2019	-
1131	Extraction Oil & Gas, Inc.	KELLEY MARIE MACDONALD ADDRESS ON FILE	Non-Qualified Stock Options, Dated: 10/11/2016	-
1132	Extraction Oil & Gas, Inc.	KEMPEMA, JAMIE ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1133	Extraction Oil & Gas, Inc.	KEMPEMA, JAMIE ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1134	Extraction Oil & Gas, Inc.	KEMPEMA, JAMIE ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1135	Extraction Oil & Gas, Inc.	KENNEDY, MANDI A. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1136	Extraction Oil & Gas, Inc.	KENNEDY, MANDI A. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1137	Extraction Oil & Gas, Inc.	KENNEDY, MANDI A. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1138	Extraction Oil & Gas, Inc.	KENNY ELECTRIC SERVICE, INC. 595 QUIVAS ST DENVER, CO 80204	Master Services Agreement, Dated: 11/11/2016	-
1139	Extraction Oil & Gas, Inc.	KERR-MCGEE GATHERING LLC ATTN: BRYAN MCFARLAND, GENERAL MANAGER 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Gathering and Processing Agreement - Amendment, 20731, Dated: 03/01/2017	-
1140	Extraction Oil & Gas, Inc.	KERR-MCGEE GATHERING LLC ATTN: BRIAN A. BINFORD, VP ROCKIES COMMERCIAL 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Gathering and Processing Agreement - Amendment, 20731, Dated: 04/01/2020	-
1141	Extraction Oil & Gas, Inc.	KERR-MCGEE GATHERING LLC ATTN: BRYAN MCFARLAND, GENERAL MANAGER 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Gathering and Processing Agreement - Amendment, 20731, Dated: 05/01/2016	-
1142	Extraction Oil & Gas, Inc.	KERR-MCGEE GATHERING LLC ATTN: BRYAN MCFARLAND, GENERAL MANAGER 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Gathering and Processing Agreement - Amendment, 20731, Dated: 07/01/2018	-
1143	Extraction Oil & Gas, Inc.	KERR-MCGEE GATHERING LLC ATTN: BRYAN MCFARLAND, GENERAL MANAGER 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Gathering and Processing Agreement - Amendment, 20731, Dated: 09/01/2017	-
1144	Extraction Oil & Gas, Inc.	KERR-MCGEE GATHERING LLC ATTN: BRYAN MCFARLAND, GENERAL MANAGER 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Gathering and Processing Agreement - Amendment, 20731, Dated: 12/01/2016	-
1145	Extraction Oil & Gas, Inc.	KERR-MCGEE GATHERING LLC ATTN: BRYAN MCFARLAND, GENERAL MANAGER 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Gathering and Processing Agreement - Amendment, 20731, Dated: 12/01/2016	-
1146	Extraction Oil & Gas, Inc.	KERR-MCGEE GATHERING LLC ATTN: BRYAN MCFARLAND, GENERAL MANAGER 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Gathering and Processing Agreement - First Amendment, 20731, Dated: 03/30/2016	-
1147	Extraction Oil & Gas, Inc.	KERR-MCGEE GATHERING LLC ATTN: MIDSTREAM CONTACT ADMINISTRATION 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Gathering and Processing Agreement, Dated: 10/14/2015	-
1148	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Declaration of Pooling (Operation and Production of the Troutd 34C-33HZ Well), Dated: 10/16/2014	-
1149	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 04/28/2015	-
1150	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: LINDSAY N. JAFFEE, ATTORNEY-IN-FACT 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 07/23/2018	-
1151	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: MATTHEW T. MILLER, AGENT AND ATTORNEY-IN- FACT 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Declaration of Pooling regarding McKinstry 28N-21HZ Well, Dated: 04/02/2015	-
1152	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Declaration of Pooling regarding Operation and Production of the Frank 34C-31HZ Well, Dated: 12/22/2014	-
1153	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: MATTHEW T. MILLER, AGENT AND ATTORNEY-IN- FACT 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Declaration of Pooling, Dated: 04/02/2015	-
1154	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: LINDSAY N. JAFFEE, AGENT AND ATTORNEY-IN- FACT 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Designation of Pooling and Unit Designation	-
1155	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating (Wellbore Specific Agreement) regarding Morgan Hills 1H-7H- A168, Dated: 11/15/2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1156	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP P.O. BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Camenisch 10N-34HZ, Dated: 01/01/2017	-
1157	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: PATRICK G. MCGRAW P.O. BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Camenisch State 23N2-34HZ, Dated: 01/01/2017	-
1158	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP P.O. BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Camenisch State 23N-34HZ, Dated: 01/01/2017	-
1159	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: DANIEL FRANKLIN 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding DITTMER KE 20-029HN (INITIAL WELL) DITTMER KE 20-0311-IN, Dated: 08/01/2016	-
1160	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: MATTHEW T. MILLER PO BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Frank 34C-31HZ, Dated: 12/01/2014	-
1161	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP P.O. BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Hopper State 9N-34SLHZ Well, Dated: 10/01/2016	-
1162	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP PO BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Keown State 19N2-34HZ, Dated: 12/01/2016	-
1163	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP PO BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Keown State 19N-34HZ, Dated: 12/01/2016	-
1164	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1A-7H-A168, Dated: 11/15/2016	-
1165	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1B-7H-A168, Dated: 11/15/2016	-
1166	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1C-7H-A168, Dated: 11/15/2016	-
1167	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1D-7H-A168, Dated: 11/15/2016	-
1168	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1E-7H-A168, Dated: 11/15/2016	-
1169	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1F-7H-A168, Dated: 11/15/2016	-
1170	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1I-7H-A168, Dated: 11/15/2016	-
1171	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: KELBY PETRY 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Willow Bend LD 18-361HC, Dated: 10/01/2014	-
1172	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: ENRIQUE B. NELSON PO BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Wilson Ranch 31N-27HZ, Dated: 10/01/2015	-
1173	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: ENRIQUE B. NELSON PO BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Wilson Ranch 32N-N27HZ, Dated: 09/01/2015	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1174	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: ENRIQUE B. NELSON PO BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Wilson Ranch 4C-27HZZ, Dated: 08/01/2015	-
1175	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley- Becky 2A-7H-E168 wellbore, Dated: 10/03/2016	-
1176	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley- Becky 2B-7H-E168 wellbore, Dated: 10/03/2016	-
1177	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-SOSA 2A-7H-E168, Dated: 10/03/2016	-
1178	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Sosa 2E7H-E168, Dated: 10/03/2016	-
1179	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Sosa 2F-7H-E168, Dated: 11/08/2016	-
1180	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Sosa 2G-7H-E168, Dated: 11/08/2016	-
1181	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: PATRICK G MCGRAW P.O. BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement regarding Camenisch State 23N3-34HZ, Dated: 01/01/2017	-
1182	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: PATRICK G. MCGRAW P.O. BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement regarding Keown State 33N-34HZ, Dated: 12/01/2016	-
1183	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement regarding Limited to the Woolley-Sosa 2B-7H- E168 Wellbore, Dated: 10/03/2016	-
1184	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement regarding Limited to the Woolley-Sosa 2C-7H- E168 Wellbore, Dated: 10/03/2016	-
1185	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: MATTHEW T. MILLER, AGENT AND ATTORNEY-IN-FACT PO BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement regarding McKinstry 28N-21HZ, Dated: 01/01/2014	-
1186	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: MATTHEW T. MILLER, AGENT AND ATTORNEY-IN-FACT PO BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement regarding McKinstry 28N-21HZ, Dated: 01/01/2014	-
1187	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement regarding Morgan Hills 1G-7H-A168, Dated: 11/15/2016	-
1188	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: ROBERT SCHUTZIUS 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement regarding Rancho Water Valley 11 No 7-7-33-270-6-CH Well, Dated: 03/01/2013	-
1189	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: ROBERT SCHUTZIUS 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement regarding Rancho Water Valley 13 No 7-6-33-270-6-CH Well, Dated: 03/01/2013	-
1190	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: MATTHEW T. MILLER, AGENT AND ATTORNEY-IN-FACT 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement regarding Troutd 34C-33HZ Well, Dated: 10/16/2014	-
1191	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: PATRICK G. MCGRAW PO BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Hopper State 24N-34SLHZ, Dated: 12/01/2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1192	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: PATRICK G. MCGRAW PO BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Hopper State 4ON-34SLHZ, Dated: 12/01/2016	-
1193	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Woolley-Becky 2G-7H-E168, Codell Formation, Dated: 10/03/2016	-
1194	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Woolley-Becky 2G-7H-E168, Niobara Formation, Dated: 10/03/2016	-
1195	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: ENRIQUE B. NELSON, AGENT AND ATTORNEY-IN-FACT P.O.BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement regarding Wilson Ranch 12C-27HZ, Dated: 09/30/2016	-
1196	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: ENRIQUE B. NELSON PO BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement regarding Wilson Ranch 12N-27HZ, Dated: 11/01/2015	-
1197	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: ENRIQUE B. NELSON PO BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement regarding Wilson Ranch 12N-27HZ, Dated: 11/01/2015	-
1198	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: ENRIQUE B. NELSON, AGENT AND ATTORNEY-IN-FACT PO BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement regarding Wilson Ranch 32N-S27HZ, Dated: 12/01/2015	-
1199	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: ENRIQUE B. NELSON P.O. BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement regarding Wilson Ranch 33C-27HZ, Dated: 11/01/2015	-
1200	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: ENRIQUE B. NELSON P.O. BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement regarding Wilson Ranch 5C-27HZ, Dated: 09/01/2015	-
1201	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: ENRIQUE B. NELSON, AGENT AND ATTORNEY-IN-FACT PO BOX 173779 DENVER, CO 80217-3779	Model Form Operating Agreement regarding Wilson Ranch 5N-27HZ, Dated: 08/01/2015	-
1202	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Model Form Operating Agreement regarding WOOLLEY-SOSA 2D7H-E168, Dated: 10/03/2016	-
1203	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: MATTHEW T. MILLER, AGENT AND ATTORNEY-IN-FACT PO BOX 173779 DENVER, CO 80217-3779	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated March 27, 2015	-
1204	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP PO BOX 173779 DENVER, CO 80217-3779	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated November 16, 2016	-
1205	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP PO BOX 173779 DENVER, CO 80217-3779	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated November 16, 2016	-
1206	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP PO BOX 173779 DENVER, CO 80217-3779	Model Form Recording Supplement to Operating Agreement Dated March 27, 2015	-
1207	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP ATTN: PATRICK G. MCGRAW P.O. BOX 173779 DENVER, CO 80217-3779	Operating Agreement, Dated: 12/01/2016	-
1208	Extraction Oil & Gas, Inc.	KERR-MCGEE OIL & GAS ONSHORE LP 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Wellbore Specific Declaration of Pooling regarding Willow Bend LD 18-361HC Well, Dated: 11/04/2014	-
1209	Extraction Oil & Gas, Inc.	KERR-MCGEE ONSHORE OIL & GAS LP ATTN: BRYAN MCFARLAND, GENERAL MANAGER 1099 18TH STREET, SUITE 1800 DENVER, CO 80202	Exchange Agreement - Oil and Gas Leases, Dated: 03/07/2019	-
1210	Extraction Oil & Gas, Inc.	KEVIN WILLIAMS ADDRESS ON FILE	Confidential Separation and General Release Agreement, Dated: 07/31/2019	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1211	Extraction Oil & Gas, Inc.	KEY ENERGY SERVICES, LLC 1301 MCKINNEY ST. SUITE 1800 HOUSTON, TX 77010	Master Services Agreement, Dated: 04/07/2018	-
1212	Extraction Oil & Gas, Inc.	KEY-RITE SECURITY ATTN: ANNA DONALDSON 5570 E YALE AVE DENVER, CO 80222	Access Control System Hosting Agreement	1,020.40
1213	Extraction Oil & Gas, Inc.	KINETIC ENERGY SERVICES, LLC PO BOX 530 MILLIKEN, CO 80543	Master Services Agreement, Dated: 01/22/2020	170,400.20
1214	Extraction Oil & Gas, Inc.	KINGERY, PAMELA B. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1215	Extraction Oil & Gas, Inc.	KINGERY, PAMELA B. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1216	Extraction Oil & Gas, Inc.	KINGERY, PAMELA B. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1217	Extraction Oil & Gas, Inc.	KIRBY MINERALS 101 NORTH ROBINSON, #1000 OKLAHOMA CITY, OK 73102	Declaration of Pooling and Unit Designation regarding Township 6 North, Range 66 West, 6th P.M. Section 36: S2N2 & N2S2 Containing 320 Acres, More or Less Limited to the Hiner 36C-24W, Dated: 06/17/2014	-
1218	Extraction Oil & Gas, Inc.	KIRBY MINERALS 101 NORTH ROBINSON, #1000 OKLAHOMA CITY, OK 73102	Model Form Operating Agreement, Dated: 05/01/2015	-
1219	Extraction Oil & Gas, Inc.	KIRKLAND & ELLIS LLP ATTN: JULIAN J. SEIGUER, P.C., PARTNER 609 MAIN STREET HOUSTON, TX 77002	Third Party Professional Agreement, Dated: 03/18/2020	-
1220	Extraction Oil & Gas, Inc.	KIRKLAND & ELLIS LLP ATTN: JULIAN J. SEIGUER, P.C. 609 MAIN STREET HOUSTON, TX 77002	Third Party Professional Agreement, Dated: 07/13/2018	-
1221	Extraction Oil & Gas, Inc.	KLASSENS, JEFFREY D. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1222	Extraction Oil & Gas, Inc.	KLASSENS, JEFFREY D. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1223	Extraction Oil & Gas, Inc.	KLASSENS, JEFFREY D. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1224	Extraction Oil & Gas, Inc.	KLX ENERGY SERVICES LLC 3040 POST OAK BLVD- 15TH FLOOR HOUSTON, TX 77056	Master Services Agreement	119,626.04
1225	Extraction Oil & Gas, Inc.	KNIGGE, MICHAEL S. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1226	Extraction Oil & Gas, Inc.	KNIGGE, MICHAEL S. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1227	Extraction Oil & Gas, Inc.	KNIGGE, MICHAEL S. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1228	Extraction Oil & Gas, Inc.	KODIAK GAS SERVICES, LLC 15320 HWY 105 W SUITE 210 MONTGOMERY, TX 77356	Master Services Agreement	-
1229	Extraction Oil & Gas, Inc.	KOLESAR, MATTHEW ADDRESS ON FILE	Restricted Stock Units, Dated: 05/20/2019	-
1230	Extraction Oil & Gas, Inc.	KONKEL, BRENT ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1231	Extraction Oil & Gas, Inc.	KONKEL, BRENT ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1232	Extraction Oil & Gas, Inc.	KONKEL, BRENT ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1233	Extraction Oil & Gas, Inc.	KRAN, LLC 3620 W 10TH STREET, UNIT B BOX 171 GREELEY, CO 80634	Master Services Agreement, Dated: 05/01/2017	3,248.00

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1234	Extraction Oil & Gas, Inc.	KSR UNLIMITED LLC 1624 MARKET STREET, SUITE 202 DENVER, CO 80202	Software End User License Agreement	-
1235	Extraction Oil & Gas, Inc.	KUNZE, LUKE D. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1236	Extraction Oil & Gas, Inc.	KUNZE, LUKE D. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1237	Extraction Oil & Gas, Inc.	KUNZE, LUKE D. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1238	Extraction Oil & Gas, Inc.	KURTZMAN CARSON CONSULTANTS LLC ATTN: DRAKE D. FOSTER 222 N. PACIFIC COAST HIGHWAY, 3RD FLOOR EL SEGUNDO, CA 90245	Services Agreement - Noticing, Claims Management and Reconciliation, Dated: 06/03/2020	-
1239	Extraction Oil & Gas, Inc.	KYLE E. RUTZ AND CAMERON A. RUTZ ADDRESS ON FILE	Model Form Operating Agreement (Wellbore Specific Agreement) regarding GP-Jevans 2-19- 20, Dated: 07/28/2015	-
1240	Extraction Oil & Gas, Inc.	L TRIPLE J LLC 10080 TRUCKEE STREET COMMERCE CITY, CO 80022	Master Services Agreement, Dated: 04/10/2018	14,500.00
1241	Extraction Oil & Gas, Inc.	LAND ENERGY, INC. ATTN: LANE M. JUNGERS, PRESIDENT 1615 CALIFORNIA ST., STE. 702 DENVER, CO 80202	Assignment of Oil and Gas Lease, Dated: 11/26/2013	-
1242	Extraction Oil & Gas, Inc.	LAND ENERGY, INC. ATTN: LANE M. JUNGERS, PRESIDENT 1615 CALIFORNIA STREET, SUITE 702 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 07/11/2014	-
1243	Extraction Oil & Gas, Inc.	LAND ENERGY, INC. ATTN: LANE M. JUNGERS, PRESIDENT 1615 CALIFORNIA STREET, SUITE 702 DENVER, CO 80202	Letter regarding Executed Declaration of Pooling and Unit Designation, Dated: 12/10/2014	-
1244	7N, LLC	LAND TITLE GUARANTEE COMPANY ATTN: DEREK GREENHOUSE 3033 EAST FIRST AVENUE, #600 DENVER, CO 80206	Purchase and Sale Agreement with Escrow Instructions, Dated: 02/13/2019	-
1245	7N, LLC	LAND TITLE GUARANTEE COMPANY ATTN: DEREK GREENHOUSE 3033 EAST FIRST AVENUE, #600 DENVER, CO 80206	Purchase and Sale Agreement with Escrow Instructions, Dated: 03/07/2019	-
1246	Extraction Oil & Gas, Inc.	LAND TITLE GUARANTEE COMPANY ATTN: DEREK GREENHOUSE 3033 EAST FIRST AVENUE, #600 DENVER, CO 80206	Purchase and Sale Agreement with Escrow Instructions, Dated: 07/03/2018	-
1247	Extraction Oil & Gas, Inc.	LANDMARK GRAPHICS CORPORATION ATTN: HARRY CHRISTOPHER 3000 N SAM HOUSTON PKWY E HOUSTON, TX 77032	Perpetual Software Licenses - Quotation No: 22254686, Dated: 12/16/2016	-
1248	Extraction Oil & Gas, Inc.	LANDMARK GRAPHICS CORPORATION ATTN: CHRIS CHRISTOPHER 3000 N SAM HOUSTON PKWY E HOUSTON, TX 77032	Software Products - Quotation Ref: 428286320601852, Dated: 04/03/2017	-
1249	Extraction Oil & Gas, Inc.	LANDMARK GRAPHICS CORPORATION ATTN: CHRIS CHRISTOPHER 3000 N SAM HOUSTON PKWY E HOUSTON, TX 77032	Work Order - ARIES Database Configuration, Dated: 05/24/2017	-
1250	Extraction Oil & Gas, Inc.	LARCH INDUSTRY 770 N 2ND ST BERTHOUD, CO 80513	Master Services Agreement, Dated: 07/14/2016	7,050.00
1251	Extraction Oil & Gas, Inc.	LARIMER AND WELD IRRIGATION COMPANY ATTN: KIMBERLY NELSON C/O WRCC, INC. 106 ELM AVENUE FATON, CO 80615	Water Delivery Agreement	2,328.75
1252	Extraction Oil & Gas, Inc.	LARIMER AND WELD RESERVOIR COMPANY ATTN: KIMBERLY NELSON C/O WRCC, INC. 106 ELM AVENUE FATON, CO 80615	Water Delivery Agreement	-
1253	Extraction Oil & Gas, Inc.	LARRY WAYNE GRAUBERGER ADDRESS ON FILE	Model Form Recording Supplement to Operating Agreement and Financing Statement dated 10/29/2014	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1254	Extraction Oil & Gas, Inc.	LEADING EDGE STAFFING SOLUTION, INC. ATTN: CHRISTINA MARTIN 1521 BLAKE STREET DENVER, CO 80202	Direct Placement Agreement, Dated: 08/24/2018	-
1255	Extraction Oil & Gas, Inc.	LEE A. STARK ADDRESS ON FILE	Model Form Operating Agreement regarding Rubyanna 13NC-26W, Rubyanna 13NB-27W, Rubyanna 13C-28W, Rubyanna 13NB-29W, Rubyanna 13C-30W, Rubyanna 13NB-31W wellbores, Dated: 02/10/2014	-
1256	Extraction Oil & Gas, Inc.	LEE A. STARK ADDRESS ON FILE	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated November 13, 2013	-
1257	Extraction Oil & Gas, Inc.	LEFORS ENERGY SERVICES, INC 218 N 2ND STREET UNIT E LASALLE, CO 80645	Master Services Agreement	18,016.75
1258	7N, LLC	LEGACY LAND HOLDINGS, LLC 450 W. 14TH AVE., #40537 DENVER, CO 80204	Assignment and Assumption of Contract to Buy and Sale Real Estate (Land), Dated: 08/16/2019	-
1259	7N, LLC	LEGACY LAND HOLDINGS, LLC ATTN: C. JORDAN THOMAS 450 W. 14TH AVE., #40537 DENVER, CO 80204	Assignment and Assumption of the Contract to Buy and Sell - Amendment No. 1, Dated: 08/16/2019	-
1260	7N, LLC	LEGACY LAND HOLDINGS, LLC 450 W. 14TH AVE., #40537 DENVER, CO 80204	Purchase and Sale of Real Property Agreement - First Amendment, Dated: 08/07/2019	-
1261	Extraction Oil & Gas, Inc.	LEGEND ENERGY SERVICES LLC 5801 BROADWAY EXT STE 210 OKLAHOMA CITY, OK 73118	Master Services Agreement, Dated: 05/24/2016	-
1262	Extraction Oil & Gas, Inc.	LEI LAND ENERGY, INC ATTN: LANE M. JUNGERS, PRESIDENT 1615 CALIFORNIA STREET, SUITE 206 DENVER, CO 80202	Letter regarding Verification of Mineral Ownership, Dated: 03/31/2014	-
1263	Extraction Oil & Gas, Inc.	LEIDEL, PETER A. ADDRESS ON FILE	Indemnification Agreement, Dated: 10/17/2016	-
1264	Extraction Oil & Gas, Inc.	LEONARD J. GALLATIN ADDRESS ON FILE	Model Form Operating Agreement regarding Thornton 14K-441, Dated: 10/01/2015	-
1265	Extraction Oil & Gas, Inc.	LEONARD J. GALLATIN ADDRESS ON FILE	Wellbore Specific Declaration of Pooling regarding Thornton 14K-441 Wellbore and the Codell formation, Dated: 08/28/2014	-
1266	Extraction Oil & Gas, Inc.	LEROY JOHN LOPEZ & DEBORAH K. LOPEZ, JOINT TENANTS ADDRESS ON FILE	Wellbore Specific Declaration of Pooling regarding Thornton 14K-441 Wellbore and the Codell formation, Dated: 08/28/2014	-
1267	Extraction Oil & Gas, Inc.	LEROY JOHN LOPEZ, JOINT TENANT ADDRESS ON FILE	Model Form Operating Agreement regarding Thornton 14K-441, Dated: 10/01/2015	-
1268	Extraction Oil & Gas, Inc.	LIBERTY OILFIELD SERVICES 950 17TH STREET SUITE 2000 DENVER, CO 80202	Master Services Agreement	-
1269	Extraction Oil & Gas, Inc.	LINCOLN ENERGY, LLC ATTN: BENJAMIN SCHUESSLER, MANAGER 1800 GLENARM PL., SUITE 703 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 11/17/2014	-
1270	Extraction Oil & Gas, Inc.	LINCOLN ENERGY, LLC P.O. BOX 6975 DENVER, CO 80206	Model Form Operating Agreement regarding Horizontal Well (Thornton 18L-401), Dated: 09/01/2014	-
1271	Extraction Oil & Gas, Inc.	LINCOLN ENERGY, LLC ATTN: BENJAMIN SCHUESSLER, MANAGER 1800 GLENARM PL., SUITE 703 DENVER, CO 80202	Model Form Operating Agreement regarding Thornton #11 & 12 Wells, Dated: 11/17/2014	-
1272	Extraction Oil & Gas, Inc.	LINCOLN ENERGY, LLC 1800 GLENARM PL, SUITE 703 DENVER, CO 80202	Model Form Operating Agreement regarding Thorton #1, 2, 3 Wells, Dated: 11/17/2014	-
1273	Extraction Oil & Gas, Inc.	LINCOLN ENERGY, LLC 1800 GLENARM PL, SUITE 703 DENVER, CO 80202	Model Form Operating Agreement regarding Thorton #5, 6, 7, 8, 9, Dated: 11/17/2014	-
1274	Extraction Oil & Gas, Inc.	LINCOLN ENERGY, LLC ATTN: BENJAMIN SCHUESSLER, MANAGER 1800 GLENARM PL., SUITE 703 DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement regarding Thornton #11 & 12 Wells, Dated: 11/17/2014	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1275	Extraction Oil & Gas, Inc.	LINCOLN ENERGY, LLC 1800 GLENARM PL, SUITE 703 DENVER, CO 80202	Wellbore Specific Declaration of Pooling regarding Thornton 18L-401, Dated: 09/22/2014	-
1276	Extraction Oil & Gas, Inc.	LINZEY, MATTHEW J. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1277	Extraction Oil & Gas, Inc.	LINZEY, MATTHEW J. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1278	Extraction Oil & Gas, Inc.	LINZEY, MATTHEW J. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1279	Extraction Oil & Gas, Inc.	LLOYDS OF LONDON 1 LIME STREET LONDON, EC3M 7AW	Insurance Policy No. GU307850N - Control of Well/Operator's Extra Expense	-
1280	Extraction Oil & Gas, Inc.	LOBATO, KYLE B. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1281	Extraction Oil & Gas, Inc.	LOBATO, KYLE B. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1282	Extraction Oil & Gas, Inc.	LOBATO, KYLE B. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1283	Extraction Oil & Gas, Inc.	LOBO WELL SERVICE, INC. PO BOX 2667 FARMINGTON, NM 87401-87499	Master Services Agreement, Dated: 04/11/2017	-
1284	Extraction Oil & Gas, Inc.	LOCHEND ENERGY SERVICES INC 14472 COMMERCE PARK BLVD WILLISTON, ND 58801	Master Services Agreement, Dated: 10/19/2017	-
1285	Extraction Oil & Gas, Inc.	LOCKHART GEOPHYSICAL COMPANY ATTN: TOM BANKS AND RUSSELL R. OPFER 1600 BROADWAY, SUITE 1660 DENVER, CO 80202-4915	Contract Agreement for Geophysical Services	-
1286	Extraction Oil & Gas, Inc.	LONE TREE SERVICES LLC PO BOX 1716 GREELEY, CO 80632	Master Services Agreement	-
1287	Extraction Oil & Gas, Inc.	LPL FINANCIAL ATTN: STEPHANIE STANO 6000 GREENWOOD PLAZA BLVD. SUITE 100 GREENWOOD VILLAGE, CO 80111	Employment Benefit Agreement - Retirement Plan Consulting Program (RPCP) Schedule A	-
1288	Extraction Oil & Gas, Inc.	LTR INSULATION SERVICE LLC 4817 S. FULTONDALE WAY AURORA, CO 80016	Master Services Agreement	-
1289	Extraction Oil & Gas, Inc.	LUSCOMBE, KAMAE E. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1290	Extraction Oil & Gas, Inc.	LUSCOMBE, KAMAE E. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1291	Extraction Oil & Gas, Inc.	LUSCOMBE, KAMAE E. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1292	Extraction Oil & Gas, Inc.	LUSCOMBE, KAMAE E. ADDRESS ON FILE	Restricted Stock Units, Dated: 08/28/2017	-
1293	Extraction Oil & Gas, Inc.	LW SURVEY CO 525 LAKE AVENUE SOUTH SUITE 315 DULUTH, MN 55802	Master Services Agreement	790.00
1294	Extraction Oil & Gas, Inc.	M & M EXCAVATION CO. 25490 WCR 58 GREELEY, CO 80631	Master Services Agreement, Dated: 10/18/2016	-
1295	Extraction Oil & Gas, Inc.	M & M WELL SERVICE, L.L.C. PO BOX 830 RIVERTON, WY 82501	Master Services Agreement, Dated: 07/15/2016	-
1296	Extraction Oil & Gas, Inc.	MAGNETIC VARIATION SERVICES LLC 1050 17TH STREET SUITE 1700 DENVER, CO 80265	Master Services Agreement, Dated: 05/21/2018	-
1297	7N, LLC	MAGNUSON BROS., LLC 38058 COUNTY ROAD 33 EATON, CO 80615	Agricultural Lease, Dated: 06/15/2020	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1298	Extraction Oil & Gas, Inc.	MAGPIE OPERATING, INC. 2707 SOUTH COUNTY ROAD 11 LOVELAND, CO 80537	Non-Exclusive Seismic Data Use License Agreement - Loveland 3D Survey (Partial Survey), Dated: 09/29/2017	-
1299	Extraction Oil & Gas, Inc.	MAGPIE OPERATING, INC. 2707 SOUTH COUNTY ROAD 11 LOVELAND, CO 80537	Purchase and Sale Agreement, Dated: 04/04/2014	-
1300	Extraction Oil & Gas, Inc.	MAGPIE RUN PROPERTIES, LLC ATTN: ROGER ALLGEIER AND VERNA ALLGEIER 27000 E 168TH AVENUE BRIGHTON, CO 80603	Access Road Agreement - Letter Agreement	-
1301	Extraction Oil & Gas, Inc.	MAKO LIFT, LLC 1034 WALL ROAD BROUSSARD, LA 70518	Master Services Agreement	-
1302	Extraction Oil & Gas, Inc.	MALLARD EXPLORATION, LLC ATTN: DUSTIN DYK, CHIEF OPERATING OFFICER 1400 16TH STREET SUITE 300 DENVER, CO 80202	Assignment, Assumption and Consent Agreement - Assignment and Assumption, Dated: 02/27/2019	-
1303	Extraction Oil & Gas, Inc.	MALLARD EXPLORATION, LLC ATTN: DUSTIN DYK, CHIEF OPERATING OFFICER 1400 16TH STREET SUITE 300 DENVER, CO 80202	Assignment, Assumption and Consent Agreement - Assignment and Assumption, Dated: 02/27/2019	-
1304	Extraction Oil & Gas, Inc.	MANSUR, JON S. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1305	Extraction Oil & Gas, Inc.	MANSUR, JON S. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1306	Extraction Oil & Gas, Inc.	MANSUR, JON S. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1307	Extraction Oil & Gas, Inc.	MANUEL VARELA ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1308	Extraction Oil & Gas, Inc.	MANUEL VARELA AND AURORA VARELA AS TENANTS IN COMMON 1411 N. 26TH AVE. GREELEY, CO 80631	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1309	Extraction Oil & Gas, Inc.	MAP NATURAL GAS AND WIND ENERGY ROYALTY PARTNERSHIPS ATTN: KARA EPPS 101 NORTH ROBINSON, SUITE 1000 OKLAHOMA CITY, OK 73102-5514	Letter regarding Executed Declaration of Pooling and Unit Designation Kirby Minerals Weld Co., CO, Dated: 08/07/2014	-
1310	Extraction Oil & Gas, Inc.	MARIA G. MARTINEZ, IGNACIO MARTINEZ, VALENTINO MARTINEZ ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1311	Extraction Oil & Gas, Inc.	MARIANELLA FOSCHI ADDRESS ON FILE	Indemnification Agreement, Dated: 05/08/2020	-
1312	Extraction Oil & Gas, Inc.	MARIANELLA FOSCHI ADDRESS ON FILE	Participation Agreement - Executive Severance Plan, Dated: 03/04/2020	-
1313	Extraction Oil & Gas, Inc.	MARIANELLA FOSCHI ADDRESS ON FILE	Relocation Agreement	-
1314	Extraction Oil & Gas, Inc.	MARILYN FRANSEN SANDAU ADDRESS ON FILE	Lease Extension, Dated: 12/09/2013	-
1315	7N, LLC	MARK J. MARINO 5544 E. JEFFERSON AVENUE DENVER, CO 80237-1067	Purchase and Sale Agreement with Escrow Instructions, Dated: 02/13/2019	-
1316	Extraction Oil & Gas, Inc.	MARKEL INTERNATIONAL INSURANCE CO LTD. 4521 HIGHWOODS PARKWAY GLEN ALLEN, VA 23060	Insurance Policy No. JGCL102357 - General Liability, Employee Benefits Liability, Hired & Non-Owned Auto	-
1317	Extraction Oil & Gas, Inc.	MARKEL INTERNATIONAL INSURANCE CO LTD. 4521 HIGHWOODS PARKWAY GLEN ALLEN, VA 23060	Insurance Policy No. JUMB102016 - Excess Liability	-
1318	Extraction Oil & Gas, Inc.	MARK'S OIL, INC. 1775 SHERMAN STREET, SUITE 2990 DENVER, CO 80203	Model Form Operating (Wellbore Specific Agreement) regarding Morgan Hills 1H-7H-A168, Dated: 11/15/2016	-
1319	Extraction Oil & Gas, Inc.	MARK'S OIL, INC. 1775 SHERMAN STREET, SUITE 2990 DENVER, CO 80203	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1B-7H-A168, Dated: 11/15/2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1320	Extraction Oil & Gas, Inc.	MARK'S OIL, INC. 1775 SHERMAN STREET, SUITE 2990 DENVER, CO 80203	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1C-7H-A168, Dated: 11/15/2016	-
1321	Extraction Oil & Gas, Inc.	MARK'S OIL, INC. 1775 SHERMAN STREET, SUITE 2990 DENVER, CO 80203	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1D-7H-A168, Dated: 11/15/2016	-
1322	Extraction Oil & Gas, Inc.	MARK'S OIL, INC. 1775 SHERMAN STREET, SUITE 2990 DENVER, CO 80203	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1E-7H-A168, Dated: 11/15/2016	-
1323	Extraction Oil & Gas, Inc.	MARK'S OIL, INC. 1775 SHERMAN STREET, SUITE 2990 DENVER, CO 80203	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1F-7H-A168, Dated: 11/15/2016	-
1324	Extraction Oil & Gas, Inc.	MARK'S OIL, INC. 1775 SHERMAN STREET, SUITE 2990 FRANKLIN LAKES, NJ 07417	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1I-7H-A168, Dated: 11/15/2016	-
1325	Extraction Oil & Gas, Inc.	MARK'S OIL, INC. 1775 SHERMAN STREET, SUITE 2990 DENVER, CO 80203	Model Form Operating Agreement regarding Morgan Hills 1G-7H-A168, Dated: 11/15/2016	-
1326	Extraction Oil & Gas, Inc.	MARLIN LEASING CORPORATION ATTN: MARK AINSLEY, DIRECTOR 300 FELLOWSHIP ROAD MT. LAUREL, NJ 08054	Delivery Guarantee - Addendum to Agreement No 1378892	-
1327	Extraction Oil & Gas, Inc.	MARLIN LEASING CORPORATION ATTN: MARK AINSLEY, DIRECTOR 300 FELLOWSHIP ROAD MT. LAUREL, NJ 08054	Equipment Finance Agreement No. 1378892	-
1328	Extraction Oil & Gas, Inc.	MARTIN J. HARRINGTON, JR. ADDRESS ON FILE	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley- Becky 2A-7H-E168 wellbore, Dated: 10/03/2016	-
1329	Extraction Oil & Gas, Inc.	MARTIN J. HARRINGTON, JR. ADDRESS ON FILE	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley- Becky 2B-7H-E168 wellbore, Dated: 10/03/2016	-
1330	Extraction Oil & Gas, Inc.	MARTIN J. HARRINGTON, JR. ADDRESS ON FILE	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley- Becky 2C-7H-E168 Wellbore, Dated: 10/03/2016	-
1331	Extraction Oil & Gas, Inc.	MARTIN J. HARRINGTON, JR. ADDRESS ON FILE	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Becky 2D-7H-E168, Dated: 10/03/2016	-
1332	Extraction Oil & Gas, Inc.	MARTIN J. HARRINGTON, JR. ADDRESS ON FILE	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Becky 2E-7H-E168, Dated: 10/03/2016	-
1333	Extraction Oil & Gas, Inc.	MARTIN J. HARRINGTON, JR. ADDRESS ON FILE	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-SOSA 2A-7H-E168, Dated: 10/03/2016	-
1334	Extraction Oil & Gas, Inc.	MARTIN J. HARRINGTON, JR. ADDRESS ON FILE	Model Form Operating Agreement regarding Keown State 33N-34HZ, Dated: 12/01/2016	-
1335	Extraction Oil & Gas, Inc.	MARTIN J. HARRINGTON, JR. ADDRESS ON FILE	Model Form Operating Agreement regarding Limited to the Woolley-Sosa 2B-7H- E168 Wellbore, Dated: 10/03/2016	-
1336	Extraction Oil & Gas, Inc.	MARTIN J. HARRINGTON, JR. ADDRESS ON FILE	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Woolley-Becky 2F-7H-E168, Dated: 10/03/2016	-
1337	Extraction Oil & Gas, Inc.	MARTIN J. HARRINGTON, JR. ADDRESS ON FILE	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Woolley-Becky 2G-7H-E168, Codell Formation, Dated: 10/03/2016	-
1338	Extraction Oil & Gas, Inc.	MARTIN J. HARRINGTON, JR. ADDRESS ON FILE	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Woolley-Becky 2G-7H-E168, Niobara Formation, Dated: 10/03/2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

<u>No.</u>	<u>Debtor</u>	<u>Counterparty</u>	<u>Contract Description</u>	<u>Cure Amount</u>
1339	Extraction Oil & Gas, Inc.	MARTIN MARIETTA MATERIALS, INC. 1675 BROADWAY, SUITE 1675 DENVER, CO 80202	Model Form Operating Agreement regarding Keown State 33N-34HZ, Dated: 12/01/2016	-
1340	Extraction Oil & Gas, Inc.	MARTINEZ, JEREMY N. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1341	Extraction Oil & Gas, Inc.	MARTINEZ, JEREMY N. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1342	Extraction Oil & Gas, Inc.	MARTINEZ, JEREMY N. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1343	Extraction Oil & Gas, Inc.	MARTINEZ, SANDRA M. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1344	Extraction Oil & Gas, Inc.	MARTINEZ, SANDRA M. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1345	Extraction Oil & Gas, Inc.	MARTINEZ, SANDRA M. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1346	Extraction Oil & Gas, Inc.	MARVIN M CHRONISTER ADDRESS ON FILE	Indemnification Agreement, Dated: 10/17/2016	-
1347	Extraction Oil & Gas, Inc.	MASON, MICHAEL ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1348	Extraction Oil & Gas, Inc.	MASON, MICHAEL ADDRESS ON FILE	Restricted Stock Units, Dated: 01/15/2018	-
1349	Extraction Oil & Gas, Inc.	MASON, MICHAEL ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1350	Extraction Oil & Gas, Inc.	MASON, MICHAEL ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1351	Extraction Oil & Gas, Inc.	MATIN LIND ATTN: MARTIN LIND 1625 PELICAN LAKES POINT, SUITE 201 WINDSOR, CO 80550	Letter Agreement regarding Consent to Change Well Operator, Dated: 04/24/2014	-
1352	Extraction Oil & Gas, Inc.	MATT, TYLER A. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1353	Extraction Oil & Gas, Inc.	MATT, TYLER A. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1354	Extraction Oil & Gas, Inc.	MATT, TYLER A. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1355	Extraction Oil & Gas, Inc.	MAUER, ADRIANA ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1356	Extraction Oil & Gas, Inc.	MAUER, ADRIANA ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1357	Extraction Oil & Gas, Inc.	MAUER, ADRIANA ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1358	Extraction Oil & Gas, Inc.	MAVERICK FENCING, INC. 12350 N CTY RD 11 WELLINGTON, CO 80549	Master Services Agreement, Dated: 10/15/2019	-
1359	Extraction Oil & Gas, Inc.	MCADA DRILLING FLUIDS, INC. PO BOX 1080 BAY CITY, TX 77414	Master Services Agreement, Dated: 08/21/2019	15,378.94
1360	Extraction Oil & Gas, Inc.	MCELHINNY, JOSHUA ADDRESS ON FILE	Restricted Stock Units, Dated: 09/16/2019	-
1361	Extraction Oil & Gas, Inc.	MCKERN, PATRICK ADDRESS ON FILE	Confidential Separation Agreement and Release of Claims	-
1362	Extraction Oil & Gas, Inc.	MCKERN, PATRICK ADDRESS ON FILE	Participation Agreement - Executive Severance Plan, Dated: 03/04/2020	-
1363	Extraction Oil & Gas, Inc.	MCKERN, PATRICK ADDRESS ON FILE	Performance Share Units, Dated: 03/16/2020	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1364	Extraction Oil & Gas, Inc.	MCWHINNEY CCOB LAND INVESTMENTS, LLC ATTN: TROY MCWHINNEY, CHIEF INVESTMENT OFFICER AND CO-FOUNDER 2725 ROCKY MOUNTAIN AVENUE, SUITE 200 LOVELAND, CO 80538	License Agreement - Use of Baseline Land	-
1365	Extraction Oil & Gas, Inc.	MCWHINNEY CCOB LAND INVESTMENTS, LLC ATTN: TROY MCWHINNEY, CHIEF INVESTMENT OFFICER AND CO-FOUNDER 2725 ROCKY MOUNTAIN AVENUE, SUITE 200 LOVELAND, CO 80538	Right-of-Way and Development Agreement	-
1366	Extraction Oil & Gas, Inc.	MDW2, LLC ATTN: WADE HILL 700 AUTOMATION DRIVE, SUITE H WINDSOR, CO 80550	Letter Agreement regarding Windsor Reservoir (WRCC, Inc.) Township 7 North, Range 67 West Portions of Section 27, 28, 33 and Township 6 North, Range 67 West Part of Section 4, Dated: 11/01/2013	-
1367	Extraction Oil & Gas, Inc.	MDW2, LLC ATTN: JOSH RICHTER AND LYNN RICHTER 700 AUTOMATION DRIVE, SUITE H WINDSOR, CO 80550	Oil and Gas Lease - Extension and Amendment	-
1368	Extraction Oil & Gas, Inc.	MEAGHER ENERGY COMPANY LLC PO BOX 4782 ENGLEWOOD, CO 80155	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-SOSA 2A-7H-E168, Dated: 10/03/2016	-
1369	Extraction Oil & Gas, Inc.	MEAGHER ENERGY COMPANY LLC PO BOX 4782 ENGLEWOOD, CO 80155	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Sosa 2E7H-E168, Dated: 10/03/2016	-
1370	Extraction Oil & Gas, Inc.	MEAGHER ENERGY COMPANY LLC PO BOX 4782 ENGLEWOOD, CO 80155	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Sosa 2F-7H-E168, Dated: 11/08/2016	-
1371	Extraction Oil & Gas, Inc.	MEAGHER ENERGY COMPANY LLC PO BOX 4782 ENGLEWOOD, CO 80155	Model Form Operating Agreement regarding Limited to the Woolley-Sosa 2B-7H- E168 Wellbore, Dated: 10/03/2016	-
1372	Extraction Oil & Gas, Inc.	MEAGHER ENERGY COMPANY LLC PO BOX 4782 ENGLEWOOD, CO 80155	Model Form Operating Agreement regarding Limited to the Woolley-Sosa 2C-7H- E168 Wellbore, Dated: 10/03/2016	-
1373	Extraction Oil & Gas, Inc.	MEAGHER ENERGY COMPANY LLC PO BOX 4782 ENGLEWOOD, CO 80155	Model Form Operating Agreement regarding WOOLLEY-SOSA 2D7H-E168, Dated: 10/03/2016	-
1374	Extraction Oil & Gas, Inc.	MEARS GROUP INC 1622 EASTPORT PLAZA DRIVE COLLINSVILLE, IL 62234	Master Services Agreement	-
1375	Extraction Oil & Gas, Inc.	MEEKER, RANDALL ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1376	Extraction Oil & Gas, Inc.	MEEKER, RANDALL ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1377	Extraction Oil & Gas, Inc.	MEEKER, RANDALL ADDRESS ON FILE	Restricted Stock Units, Dated: 05/16/2018	-
1378	7N, LLC	MELINDA BOCHNER F.K.A. MELINDA P. GOLDSTEIN 2 PTARMIGAN LITTLETON, CO 80127	Agreement of Purchase and Sale of Real Estate, Dated: 04/19/2019	-
1379	Extraction Oil & Gas, Inc.	MENEGATTI, JASON A. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1380	Extraction Oil & Gas, Inc.	MENEGATTI, JASON A. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1381	Extraction Oil & Gas, Inc.	MENEGATTI, JASON A. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1382	Extraction Oil & Gas, Inc.	MENEGATTI, JASON A. ADDRESS ON FILE	Retention Agreement, Dated: 06/09/2020	-
1383	8 North, LLC	MERCURIA ENERGY TRADING, INC. ATTN: CONTRACTS DEPARTMENT 20 GREENWAY PLAZA, SUITE 650 HOUSTON, TX 77046	Agreement and Acknowledgement regarding Loading and Transportation of Crude Oil, Dated: 09/07/2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1384	Extraction Oil & Gas, Inc.	MERCURIA ENERGY TRADING, INC. ATTN: DANIEL HOUSE, PRESIDENT 20 GREENWAY PLAZA, SUITE 650 HOUSTON, TX 77046	Confirmation Effective - Second Amendment, Dated: 05/06/2019	-
1385	Extraction Oil & Gas, Inc.	MERCURIA ENERGY TRADING, INC. ATTN: RODNEY HILT, VICE PRESIDENT 20 E. GREENWAY PLAZA, SUITE 650 HOUSTON, TX 77046	Crude Oil Purchase Agreement - First Amendment, Dated: 05/05/2017	-
1386	Extraction Oil & Gas, Inc.	MERCURIA ENERGY TRADING, INC. ATTN: DANIEL HOUSE, PRESIDENT 20 GREENWAY PLAZA, SUITE 650 HOUSTON, TX 77046	Crude Oil Purchase Agreement - Second Amendment, Dated: 05/06/2019	-
1387	Extraction Oil & Gas, Inc.	MERCURIA ENERGY TRADING, INC. ATTN: RODNEY HILT, VICE PRESIDENT 20 E. GREENWAY PLAZA, SUITE 650 HOUSTON, TX 77046	Crude Oil Purchase Agreement, Dated: 11/01/2016	-
1388	Extraction Oil & Gas, Inc.	MERCURIA ENERGY TRADING, INC. ATTN: RODNEY HILT, VICE PRESIDENT 20 E. GREENWAY PLAZA, SUITE 650 HOUSTON, TX 77046	ISDA Master Agreement - First Amendment, Dated: 05/05/2017	-
1389	Extraction Oil & Gas, Inc.	MERCURIA ENERGY TRADING, INC. ATTN: RODNEY HILT, VICE PRESIDENT 20 E. GREENWAY PLAZA, SUITE 650 HOUSTON, TX 77046	ISDA Master Agreement, Dated: 05/05/2017	-
1390	Extraction Oil & Gas, Inc.	MERGERS MARKETING, INC. D/B/A BACKGROUND SCREENERS OF AMERICA ATTN: MICHAEL LOTTERSTEIN, PRESIDENT 15335 MORRISON ST., SUITE 245 SHERMAN OAKS, CA 91403	Background Search Service Agreement	-
1391	Extraction Oil & Gas, Inc.	MERGERS MARKETING, INC. D/B/A BACKGROUND SCREENERS OF AMERICA ATTN: MICHAEL LOTTERSTEIN, PRESIDENT 15335 MORRISON ST., SUITE 245 SHERMAN OAKS, CA 91403	Service Agreement, Dated: 12/10/2014	-
1392	Extraction Oil & Gas, Inc.	MESA NATURAL GAS SOLUTIONS 5151 RESERVE DRIVE EVANSVILLE, WY 82636	Master Services Agreement, Dated: 06/07/2018	10,685.14
1393	Extraction Oil & Gas, Inc.	MESA PRODUCTION LLC 460 32 ROAD CLIFTON, CO 81520	Master Services Agreement, Dated: 05/17/2017	-
1394	Extraction Oil & Gas, Inc.	METHOD FLOW PRODUCTS LLC PO BOX 156 EATON, CO 80615	Master Services Agreement, Dated: 04/25/2017	-
1395	Extraction Oil & Gas, Inc.	METTLEN, RANDALL ADDRESS ON FILE	Restricted Stock Units, Dated: 03/06/2019	-
1396	Extraction Oil & Gas, Inc.	MICHAEL ANTHONY GUTIERREZ - SEGURA ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1397	Extraction Oil & Gas, Inc.	MICOTAN SOFTWARE COMPANY, LTD ATTN: CHRIS MCPHEE 210, 1011 1ST STREET SW CALGARY, AB T2R 1J2	Master Software License Agreement, Dated: 01/19/2017	-
1398	Extraction Oil & Gas, Inc.	MICOTAN SOFTWARE COMPANY, LTD ATTN: CHRIS MCPHEE 210, 1011 1ST STREET SW CALGARY, AB T2R 1J2	Mutual Nondisclosure Agreement	-
1399	Extraction Oil & Gas, Inc.	MICOTAN SOFTWARE COMPANY, LTD ATTN: CHRIS MCPHEE 210, 1011 1ST STREET SW CALGARY, AB T2R 1J2	Mutual Nondisclosure Agreement, Dated: 11/28/2016	-
1400	Extraction Oil & Gas, Inc.	MICOTAN SOFTWARE COMPANY, LTD 210, 1011 1ST STREET SW CALGARY, AB T2R 1J2	Professional Services Agreement - Schedule A and Statement of Work regarding Generwell AFE Module Implementation, Dated: 09/26/2017	-
1401	Extraction Oil & Gas, Inc.	MICOTAN SOFTWARE COMPANY, LTD ATTN: TYLOR HYND 210, 1011 - 1ST STREET SW CALGARY, AB T2R 1J2	Professional Services Agreement - Schedule A and Statement of Work regarding Job Scheduler Enhancements-180105, Dated: 01/05/2018	-
1402	Extraction Oil & Gas, Inc.	MICOTAN SOFTWARE COMPANY, LTD ATTN: CHRIS MCPHEE 210, 1011 1ST STREET SW CALGARY, AB T2R 1J2	Professional Services Agreement, Dated: 01/19/2017	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1403	Extraction Oil & Gas, Inc.	MICRO MOTION INC 7070 WINCHESTER CIRCLE BOULDER, CO 80301	Master Services Agreement	33,058.32
1404	Extraction Oil & Gas, Inc.	MIKE BAKER 1 DESCOMBS DRIVE BROOMFIELD, CO 80020	Settlement Agreement - Crop Damages, Dated: 08/16/2018	-
1405	Extraction Oil & Gas, Inc.	MILLER HFI, LLC 1935 65TH AVE GREELEY, CO 80634	Master Services Agreement, Dated: 09/25/2017	-
1406	Extraction Oil & Gas, Inc.	MILLER INSULATION P.O. BOX 1393 BISMARCK, ND 58502	Master Services Agreement, Dated: 08/18/2017	112,512.02
1407	Extraction Oil & Gas, Inc.	MINERAL RESOURCES, INC. ATTN: ARLO L RICHARDSON PO BOX 328 GREELEY, CO 80632	Agreement regarding Mineral Interests	-
1408	Extraction Oil & Gas, Inc.	MINERAL RESOURCES, INC. ATTN: JOHN W. MOORE JR. PO BOX 328 GREELEY, CO 80632	Agreement regarding Mineral Interests	-
1409	Extraction Oil & Gas, Inc.	MINERAL RESOURCES, INC. PO BOX 328 GREELEY, CO 80632-0328	Case Recordation - Designations of Successor Operator Communitization Agreement No. COC74825, COC74825, Dated: 03/01/2014	-
1410	Extraction Oil & Gas, Inc.	MINERAL RESOURCES, INC. ATTN: LOGAN RICHARDSON, LAND MANAGER PO BOX 328 GREELEY, CO 80632-0328	Communitization Agreement regarding Approval - Certification - Determination, COC74866, Dated: 02/13/2009	-
1411	Extraction Oil & Gas, Inc.	MINERAL RESOURCES, INC. PO BOX 328 GREELEY, CO 80632-0328	Designations of Successor Operator Communitization Agreement No. COC74824, COC74824, Dated: 03/01/2014	-
1412	Extraction Oil & Gas, Inc.	MINERAL RESOURCES, INC. PO BOX 328 GREELEY, CO 80632-0328	Designations of Successor Operator Communitization Agreement No. COC74866, COC74866, Dated: 03/01/2014	-
1413	Extraction Oil & Gas, Inc.	MINERAL RESOURCES, INC. ATTN: LOGAN RICHARDSON, LAND MANAGER PO BOX 328 GREELEY, CO 80632-0328	Federal Communitization Agreement - Model Form, COC74782, Dated: 02/14/2009	-
1414	Extraction Oil & Gas, Inc.	MINERAL RESOURCES, INC. ATTN: JACK SATTLER PO BOX 328 GREELEY, CO 80632	Letter regarding Notice of Acquisition AMI Agreement Dated June 16, 2014	-
1415	Extraction Oil & Gas, Inc.	MINERAL RESOURCES, INC. ATTN: ARLO RICHARDSON PO BOX 328 GREELEY, CO 80632	Purchase and Sale Agreement, Dated: 03/01/2014	-
1416	Extraction Oil & Gas, Inc.	MMR GROUP, INC. DBA MMR CONSTRUCTORS INC 15961 AIRLINE HWY. BATON ROUGE, LA 70817	Master Services Agreement, Dated: 11/30/2017	-
1417	Extraction Oil & Gas, Inc.	MODSPACE 18151 E. 6TH AVENUE AURORA, CO 80011	Lease Agreement No. 311685	-
1418	Extraction Oil & Gas, Inc.	MONAGO OPERATING, INC. ATTN: REX WILLIAM MONAHAN III 12 DOS RIOS GREELEY, CO 80634	Purchase and Sale Agreement, Dated: 08/31/2016	-
1419	Extraction Oil & Gas, Inc.	MONAHAN GAS & OIL, INC. ATTN: REX WILLIAM MONAHAN III 12 DOS RIOS GREELEY, CO 80634	Purchase and Sale Agreement, Dated: 08/31/2016	-
1420	Extraction Oil & Gas, Inc.	MONTANA EMERGENT TECHNOLOGIES, INC. 160 W. GRANITE ST BUTTE, MT 59701	Master Services Agreement, Dated: 07/23/2019	-
1421	Extraction Oil & Gas, Inc.	MONTRORSE AIR QUALITY SERVICES LLC 1 PARK PLAZA SUITE 1000 IRVINE, CA 92614	Master Services Agreement, Dated: 09/30/2019	11,667.50
1422	Extraction Oil & Gas, Inc.	MOORE EFFECTIVE DESIGN SOLUTIONS 380 E. COSTILLA AVE. CENTENNIAL, CO 80122	Master Services Agreement	-
1423	Extraction Oil & Gas, Inc.	MOSER ENERGY SYSTEMS 260 CRAIG THOMAS BLVD. EVANSVILLE, WY 82636	Master Services Agreement, Dated: 02/28/2017	57,516.19
1424	Extraction Oil & Gas, Inc.	MOTT MACDONALD, LLC 111 WOOD AVENUE SOUTH ISELIN, NJ 08830-4112	Master Services Agreement	50,990.79

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1425	Extraction Oil & Gas, Inc.	MOUNTAIN STATES ANALYTICAL LLC PO. BOX 2037 5301 HACKER CT CHEYENNE, WY 82003	Master Services Agreement	130.00
1426	Extraction Oil & Gas, Inc.	MOUNTAIN STATES PRESSURE SERVICE P. O. BOX 1930 ROCK SPRINGS, WY 82902-1930	Master Services Agreement, Dated: 12/08/2017	-
1427	Extraction Oil & Gas, Inc.	MOUNTAIN SUPPLY & SERVICE LLC PO BOX 3111 LONGVIEW, TX 75601	Master Services Agreement, Dated: 04/25/2016	103,827.59
1428	Extraction Oil & Gas, Inc.	MOUNTAIN WEST VEGETATION MANAGEMENT INC. 7965 SOUTH COUNTY ROAD 13 FORT COLLINS, CO 80525	Master Services Agreement, Dated: 10/11/2016	-
1429	Extraction Oil & Gas, Inc.	MPC HOLDINGS, INC DBA PLATTE RIVER INSPECTION SERVICES 3997 SO. VALLEY DRIVE UNIT 101 LONGMONT, CO 80504	Master Services Agreement, Dated: 03/07/2018	-
1430	Extraction Oil & Gas, Inc.	MULLINS, PHILLIP ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1431	Extraction Oil & Gas, Inc.	MULLINS, PHILLIP ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1432	Extraction Oil & Gas, Inc.	MULLINS, PHILLIP ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1433	Extraction Oil & Gas, Inc.	MUNDT ENERGY SERVICES LLC. 6513 W 4TH ST GREELEY, CO 80634	Master Services Agreement, Dated: 10/20/2016	-
1434	Extraction Oil & Gas, Inc.	MURDY, WAYNE ADDRESS ON FILE	Indemnification Agreement, Dated: 12/15/2016	-
1435	Extraction Oil & Gas, Inc.	MURRAY J HERRING ADDRESS ON FILE	Model Form Operating Agreement regarding Orr 36N-32B-M and Orr 36C-32-M Wells, Dated: 11/01/2016	-
1436	Extraction Oil & Gas, Inc.	MUSTANG EXTREME ENVIRONMENTAL SERVICES LLC 5049 EDWARDS RANCH ROAD SUITE 200 FORT WORTH, TX 76109	Master Services Agreement	74,055.40
1437	7N, LLC	MYRON GOLDSTEIN 16281 WILD PLUM CIRCLE MORRISON, CO 80465	Agreement of Purchase and Sale of Real Estate, Dated: 04/19/2019	-
1438	Extraction Oil & Gas, Inc.	N LINE ELECTRIC, LLC 14293 LONGS PEAK COURT LONGMONT, CO 80504	Master Services Agreement, Dated: 11/07/2017	-
1439	Extraction Oil & Gas, Inc.	NAILL SERVICES, INC. 3801 CARSON AVENUE EVANS, CO 80620	Master Services Agreement, Dated: 08/30/2016	-
1440	Extraction Oil & Gas, Inc.	NANCY LOREE EARLS ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well - Tracy 14P-432, Dated: 11/01/2015	-
1441	Extraction Oil & Gas, Inc.	NANCY LOREE EARLS ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well (Thornton 18L-401), Dated: 09/01/2014	-
1442	Extraction Oil & Gas, Inc.	NANCY LOREE EARLS ADDRESS ON FILE	Wellbore Specific Declaration of Pooling regarding Thornton 18L-401, Dated: 09/22/2014	-
1443	Extraction Oil & Gas, Inc.	NATHAN NAILL LLC 35884 AVERY DRIVE EATON, CO 80615	Master Services Agreement, Dated: 10/17/2019	-
1444	Extraction Oil & Gas, Inc.	NATIONAL UNION FIRE INS. CO. OF PITTS. PA 175 WATER STREET NEW YORK, NY 10038	Insurance Policy No. 02-144-18-03 - Excess Director & Officer	-
1445	Extraction Oil & Gas, Inc.	NCS MULTISTAGE LLC 19450 STATE HWY 249 SUITE 200 HOUSTON, TX 77070	Master Services Agreement, Dated: 06/20/2017	-
1446	Extraction Oil & Gas, Inc.	NDIRA INC., FBO JOSHUA J. WOOD ROTH IRA 1070 WEST CENTURY DRIVE, SUITE 101 LOUISVILLE, CO 80027	Letter regarding Drilling Commitment, Dated: 05/19/2014	-
1447	Extraction Oil & Gas, Inc.	NDIRA INC., FBO JOSHUA J. WOOD ROTH IRA 1070 WEST CENTURY DRIVE, SUITE 101 LOUISVILLE, CO 80027	Letter regarding Lease Development Agreement, Dated: 11/16/2012	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1448	Extraction Oil & Gas, Inc.	NDIRA INC., FBO WAYNE N. WOOD ROTH IRA 1070 WEST CENTURY DRIVE, SUITE 101 LOUISVILLE, CO 80027	Letter regarding Drilling Commitment, Dated: 05/19/2014	-
1449	Extraction Oil & Gas, Inc.	NDIRA INC., FBO WAYNE N. WOOD ROTH IRA 1070 WEST CENTURY DRIVE, SUITE 101 LOUISVILLE, CO 80027	Letter regarding Lease Development Agreement, Dated: 11/16/2012	-
1450	Extraction Oil & Gas, Inc.	NELAN, ERNESTINA ADDRESS ON FILE	Restricted Stock Units, Dated: 05/20/2019	-
1451	Extraction Oil & Gas, Inc.	NEW HORIZON COMMUNICATIONS ATTN: MICHAEL ENRIGHT, DIRECTOR OF IT 420 BEDFORD STREET, SUITE 250 LEXINGTON, MA 02420	Master Service Agreement - Service Addendum	548.70
1452	Extraction Oil & Gas, Inc.	NEW HORIZON COMMUNICATIONS ATTN: CUSTOMER NOTICES 420 BEDFORD STREET, SUITE 250 LEXINGTON, MA 02420	Master Service Agreement - Telecommunications and Data Services, Dated: 03/20/2019	-
1453	Extraction Oil & Gas, Inc.	NEW IPT, INC. 1707 COLE BLVD. STE. 200 GOLDEN, CO 80401	Master Services Agreement	4,650.00
1454	Extraction Oil & Gas, Inc.	NEWHALL, CHANDLER C. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1455	Extraction Oil & Gas, Inc.	NEWHALL, CHANDLER C. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1456	Extraction Oil & Gas, Inc.	NEWHALL, CHANDLER C. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1457	Extraction Oil & Gas, Inc.	NEWHALL, CHANDLER C. ADDRESS ON FILE	Retention Agreement, Dated: 06/09/2020	-
1458	Extraction Oil & Gas, Inc.	NEXT GENERATION CONSTRUCTION & ENVIRONMENTAL 14115 MEAD ST. UNIT C LONGMONT, CO 80504	Master Services Agreement, Dated: 11/11/2016	-
1459	Extraction Oil & Gas, Inc.	NEXTier COMPLETION SOLUTIONS INC 3990 ROGERDALE ROAD HOUSTON, TX 77042	Master Services Agreement	2,490.00
1460	Extraction Oil & Gas, Inc.	NG RESOURCES, LLC ATTN: NICHOLAS J. GRANRUTH 9896 CLAIRTON WAY HIGHLANDS RANCH, CO 80126	Declaration of Pooling and Unit Designation regarding Limited to the Windsor LV F-14H and Windsor LVG-14H Wellbores, Dated: 05/12/2015	-
1461	Extraction Oil & Gas, Inc.	NG RESOURCES, LLC ATTN: NICHOLAS I. GRANRUTH, MANAGER 9896 CLAIRTON WAY HIGHLANDS RANCH, CO 80126	Declaration of Pooling and Unit Designation, Dated: 05/12/2015	-
1462	Extraction Oil & Gas, Inc.	NG RESOURCES, LLC 9896 CLAIRTON WAY HIGHLANDS RANCH, CO 80126	Declaration of Pooling and Unit Designation, Dated: 05/12/2015	-
1463	Extraction Oil & Gas, Inc.	NG RESOURCES, LLC ATTN: NICHOLAS J. GRANRUTH 9896 CLAIRTON WAY HIGHLANDS RANCH, CO 80126	Model Form Recording Supplement to Operating Agreement and Financing Statement dated 10/29/2014	-
1464	Extraction Oil & Gas, Inc.	NGL WATER SOLUTIONS DJ, LLC ATTN: DOUGLAS W. WHITE, EXECUTIVE VICE PRESIDENT 3773 CHERRY CREEK NORTH DRIVE, SUITE 1000 DENVER, CO 80209-3820	Master Pipeline Water Disposal Agreement - Supplemental Agreement for Customer Pipeline, Dated: 04/27/2018	794,109.49
1465	Extraction Oil & Gas, Inc.	NGL WATER SOLUTIONS DJ, LLC ATTN: EXECUTIVE VICE PRESIDENT 3773 CHERRY CREEK NORTH DRIVE, SUITE 1000 DENVER, CO 80209	Master Water Disposal Agreement - Piped and Trucked Water, Dated: 05/15/2017	-
1466	Extraction Oil & Gas, Inc.	NGL WATER SOLUTIONS DJ, LLC ATTN: W. WHITE, EXECUTIVE VICE PRESIDENT 3773 CHERRY CREEK NORTH DRIVE, SUITE 1000 DENVER, CO 80209	Supplemental Agreement for Customer Pipeline, Dated: 04/27/2018	-
1467	Extraction Oil & Gas, Inc.	NICHOLAS R. BROWNWOOD ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1468	Extraction Oil & Gas, Inc.	NIESENT, MATTHEW D. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1469	Extraction Oil & Gas, Inc.	NIESENT, MATTHEW D. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1470	Extraction Oil & Gas, Inc.	NIESENT, MATTHEW D. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1471	Extraction Oil & Gas, Inc.	NINE DOWNHOLE TECHNOLOGIES 2001 KIRBY DR. SUITE 200 HOUSTON, TX 77019	Master Services Agreement, Dated: 11/06/2018	-
1472	Extraction Oil & Gas, Inc.	NOBLE ENERGY INC PO BOX 910083 DALLAS, TX 75391	Purchase and Sale Agreement - Limited Waiver of Audit Rights Letter Amendment, Dated: 12/23/2014	-
1473	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO, LLC 1625 BROADWAY STREET, SUITE 2200 DENVER, CO 80202	Declaration of Pooling and Unit Designation regarding Limited to the Windsor LV F-14H and Windsor LVG-14H Wellbores, Dated: 10/31/2014	-
1474	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO, LLC 1625 BROADWAY STREET, SUITE 2200 DENVER, CO 80202	Declaration of Pooling and Unit Designation regarding Township 6 North, Range 66 West, 6th P.M. Section 36: S2N2 & N2S2 Containing 320 Acres, More or Less Limited to the Hiner 36C-24W, Dated: 06/17/2014	-
1475	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO, LLC 1625 BROADWAY STREET, SUITE 2200 DENVER, CO 80202	First Amendment to Pipeline Agreement dated February 27, 2015	-
1476	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO, LLC ATTN: JOSEPH H. LORENZO, ATTORNEY-IN-FACT 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter Agreement regarding Weld County, Colorado, Dated: 11/05/2014	-
1477	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO, LLC 1625 BROADWAY STREET, SUITE 2200 DENVER, CO 80202	Model Form Operating Agreement regarding Brown 23P-321 and Brown 23P-201, Dated: 09/06/2016	-
1478	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO, LLC ATTN: JOSEPH H. LORENZO 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Model Form Operating Agreement regarding Rubyanna 13C-32W, Dated: 02/14/2014	-
1479	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO, LLC ATTN: JOSEPH H. LORENZO 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Model Form Operating Agreement regarding Rubyanna 13NC-26W, Rubyanna 13NB-27W, Rubyanna 13C-28W, Rubyanna 13NB-29W, Rubyanna 13C-30W, Rubyanna 13NB-31W wellbores, Dated: 02/10/2014	-
1480	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO, LLC ATTN: JOSEPH H. LORENZO, ATTORNEY-IN FACT 1625 BROADWAY DENVER, CO 80202	Model Form Operating Agreement regarding Thornton #11 & 12 Wells, Dated: 11/17/2014	-
1481	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO, LLC 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1482	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO, LLC 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Model Form Operating Agreement, Dated: 05/01/2014	-
1483	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO, LLC 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Model Form Operating Agreement, Dated: 12/30/2013	-
1484	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO, LLC ATTN: JOSEPH H. LORENZO, ATTORNEY-IN FACT 1625 BROADWAY DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement dated 10/29/2014	-
1485	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO, LLC 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated February 1, 2014	-
1486	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO, LLC 1625 BROADWAY STREET, SUITE 2200 DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated September 6, 2016	-
1487	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO, LLC ATTN: JOSEPH H. LORENZO, ATTORNEY-IN FACT 1625 BROADWAY DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement regarding Thornton #11 & 12 Wells, Dated: 11/17/2014	-
1488	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO, LLC 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement, Dated: 02/01/2014	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1489	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO, LLC ATTN: JOSEPH LORENZO 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement, Dated: 12/30/2013	-
1490	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO, LLC ATTN: CONTRACTS ADMINISTRATOR AND LAWSON FREEMAN 1001 NOBLE ENERGY WAY HOUSTON, TX 77070	Non- Exclusive 3D Seismic Data-Use License, Dated: 04/16/2015	-
1491	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO, LLC ATTN: JOHN T. LEWIS NOBLE ENERGY, INC. 1001 NOBLE ENERGY WAY HOUSTON, TX 77070	Purchase and Sale Agreement, Dated: 10/22/2014	-
1492	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO, LLC ATTN: LAWSON FREEMAN 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Well Permit and Data Review Agreement, Dated: 04/01/2015	-
1493	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO., INC PO BOX 910083 DALLAS, TX 75391	Purchase and Sale Agreement - Limited Waiver of Audit Rights Letter Amendment, Dated: 12/23/2014	-
1494	Extraction Oil & Gas, Inc.	NOBLE ENERGY WYCO., INC PO BOX 910083 DALLAS, TX 75391	Purchase and Sale Agreement - Second Amendment, Dated: 01/29/2015	-
1495	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: MARI GILLMAN 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Asset Exchange Agreement, Dated: 12/15/2017	-
1496	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: DAVE PADGETT 1625 BROADWAY, SUITE 2000 DENVER, CO 80202	Confirmation Letter regarding Drilling Rights Agreement TIS-R67W, Section 18: NW/4, Dated: 03/31/2009	-
1497	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: JOSEPH H. LORENZO 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Declaration of Pooling and Unit Assignment regarding Hiner 36C-17W Wellbore, Dated: 06/17/2014	-
1498	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: JOSEPH H. LORENZO 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Declaration of Pooling and Unit Designation regarding Township 6 North, Range 66 West, 6th P.M. Section 36: S2N2 & N2S2 Containing 320 Acres, More or Less Limited to the Hiner 36C-24W, Dated: 06/17/2014	-
1499	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: JOSEPH H. LORENZO 1625 BROADWAY SUITE 2200 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 02/09/2015	-
1500	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 06/17/2014	-
1501	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 11/17/2014	-
1502	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: JOSEPH H. LORENZO 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Earning Agreement	-
1503	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Farmout Agreement, Dated: 03/20/2009	-
1504	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202-4720	First Amendment to Earning Agreement, Dated: 05/01/2015	-
1505	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	First Amendment to Pipeline Agreement dated February 27, 2015	-
1506	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: DJBU LAND MANAGER 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Joint Use and Production Matters Agreement, Dated: 12/15/2017	-
1507	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: CHAUNCEY STAPLES 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter - Joint Operating Agreement regarding Rubyanna 13-25W, Dated: 12/30/2013	-

Schedule of Assumed Executory Contracts and Unexpired Leases

<u>No.</u>	<u>Debtor</u>	<u>Counterparty</u>	<u>Contract Description</u>	<u>Cure Amount</u>
1508	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: JOSEPH H. LORENZO, ATTORNEY-IN-FACT 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter Agreement regarding Accelerated Payout/Back-in Opportunity, Dated: 12/10/2014	-
1509	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: JOSEPH H. LORENZO 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter Agreement regarding Execution of Second Amendment to Wellbore Interest Earning Agreement Dated November 7, 2014	-
1510	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: MARI S. GILLMAN 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter Agreement regarding Janssen 1 - 12 Weld County, Colorado, Dated: 11/01/2015	-
1511	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: MARI S. GILLMAN 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter Agreement regarding TC Country Club West - Weld County, Colorado, Dated: 12/01/2015	-
1512	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter Agreement regarding TC Hiland Knolls Weld County, Colorado, Dated: 12/01/2015	-
1513	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: MARI S. GILLMAN, ATTORNEY-IN-FACT 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter of Intent regarding Propose Asset Exchange and Protest Withdrawal, Dated: 07/01/2017	-
1514	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: CHRYSAL COKELEY-RICE, SR. LAND TECH 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter regarding Declaration of Pooling (DOP) regarding Hiner 36C-17W, Hiner 36NC-18W, Hiner 36NB-19W, Hiner 36C-20W, Hiner 36NB-21W; Hiner 36C-22W; Hiner 36NB-23W and Hiner 36C-24W, Dated: 12/18/2014	-
1515	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: CHRYSAL COKELEY-RICE, SR. LAND TECH 1625 BROADWAY SUITE 2200 DENVER, CO 80202	Letter regarding Declaration of Pooling, Dated: 02/09/2015	-
1516	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter regarding Rule 317 .s. Statewide Fracture Stimulation Setback Wake East 10N, Dated: 03/21/2017	-
1517	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter regarding Rule 317 .s. Statewide Fracture Stimulation Setback Wake East 12C, Dated: 03/20/2017	-
1518	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter regarding Rule 317 .s. Statewide Fracture Stimulation Setback Wake East 13N, Dated: 03/20/2017	-
1519	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter regarding Rule 317 .s. Statewide Fracture Stimulation Setback Wake East 14N, Dated: 03/20/2017	-
1520	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter regarding Rule 317 .s. Statewide Fracture Stimulation Setback Wake East 15C, Dated: 03/20/2017	-
1521	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter regarding Rule 317 .s. Statewide Fracture Stimulation Setback Wake East 17N, Dated: 03/21/2017	-
1522	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter regarding Rule 317 .s. Statewide Fracture Stimulation Setback Wake East 18C, Dated: 03/20/2017	-
1523	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter regarding Rule 317 .s. Statewide Fracture Stimulation Setback Wake East 20N, Dated: 03/20/2017	-
1524	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter regarding Rule 317 .s. Statewide Fracture Stimulation Setback Wake East 21C, Dated: 03/20/2017	-
1525	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter regarding Rule 317 .s. Statewide Fracture Stimulation Setback Wake East 2N, Dated: 03/21/2017	-
1526	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter regarding Rule 317 .s. Statewide Fracture Stimulation Setback Wake East 3C, Dated: 03/20/2017	-
1527	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter regarding Rule 317 .s. Statewide Fracture Stimulation Setback Wake East 4N, Dated: 03/20/2017	-
1528	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter regarding Rule 317 .s. Statewide Fracture Stimulation Setback Wake East 8N, Dated: 03/20/2017	-
1529	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Letter regarding Rule 317 .s. Statewide Fracture Stimulation Setback Wake East 9C, Dated: 03/20/2017	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1530	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: GARY WEISHAHN 2115 117 AVE GREELEY, CO 80631	Master Compression Services Agreement - Schedule A, Quote # 62379, Dated: 05/22/2013	-
1531	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY STREET, SUITE 2200 DENVER, CO 80202	Model Form Operating Agreement regarding Brown 23P-321 and Brown 23P-201, Dated: 09/06/2016	-
1532	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Model Form Operating Agreement regarding Horizontal Well (Thornton 18L-401), Dated: 09/01/2014	-
1533	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: ANGELA L. MALLON 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Model Form Operating Agreement regarding Monfort E31-27 Well, Dated: 09/01/2006	-
1534	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1535	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Model Form Operating Agreement, Dated: 05/01/2014	-
1536	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Model Form Operating Agreement, Dated: 05/01/2015	-
1537	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Model Form Operating Agreement, Dated: 12/30/2013	-
1538	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated November 13, 2013	-
1539	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY STREET, SUITE 2200 DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated September 6, 2016	-
1540	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: JOSEPH LORENZO 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement, Dated: 12/30/2013	-
1541	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: JAMES M. DEMAREST 1001 NOBLE ENERGY WAY HOUSTON, TX 77070	Non- Exclusive 3D Seismic Data-Use License, Dated: 04/16/2015	-
1542	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: JOHN T. LEWIS, SENIOR VICE-PRESIDENT 1001 NOBLE ENERGY WAY HOUSTON, TX 77070	Purchase and Sale Agreement - Second Amendment, Dated: 01/29/2015	-
1543	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: JOHN T. LEWIS 1001 NOBLE ENERGY WAY HOUSTON, TX 77070	Purchase and Sale Agreement, Dated: 10/22/2014	-
1544	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: JOSEPH H. LORENZO 1625 BROADWAY, SUITE 2200 DENVER, CO 80202-4720	Second Amendment to Wellbore Interest Earning Agreement Dated November 7, 2014	-
1545	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: DAN E. KELLY, VICE PRESIDENT - REGIONAL STRATEGY & PLANNING 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Seismic License Letter Agreement - Grover Project Area, Dated: 09/30/2014	-
1546	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: JOHN T. LEWIS, FRANK STEELE AND SHARLA HEIN 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Well Permit and Data Review Agreement, Dated: 04/01/2015	-
1547	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: JOSEPH H. LORENZO, ATTORNEY-IN-FACT 1625 BROADWAY, SUITE 2200 DENVER, CO 80202-4720	Wellbore Interest Earning Agreement - Second Amendment, Dated: 11/07/2014	-
1548	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: HANS SCHUSTER 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Wellbore Interest Earning Agreement, Dated: 11/07/2014	-
1549	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. ATTN: HANS SCHUSTER 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Wellbore Interest Earning Agreement, Dated: 11/07/2014	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1550	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Wellbore Specific Declaration of Pooling regarding Thornton 18L-401, Dated: 09/22/2014	-
1551	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Wellbore Specific Declaration of Pooling, Dated: 07/16/2014	-
1552	Extraction Oil & Gas, Inc.	NOBLE ENERGY, INC. 1625 BROADWAY, SUITE 2200 DENVER, CO 80202	Wellbore Specific Declaration of Pooling, Dated: 07/16/2014	-
1553	Extraction Oil & Gas, Inc.	NOLASCO, JULIE A. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1554	Extraction Oil & Gas, Inc.	NOLASCO, JULIE A. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1555	Extraction Oil & Gas, Inc.	NOLASCO, JULIE A. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1556	Extraction Oil & Gas, Inc.	NORRIS DESIGN, INC. 1101 BANNOCK STREET DENVER, CO 80204	Proposal for Professional Planning and Landscape Architecture Services	2,817.49
1557	Extraction Oil & Gas, Inc.	NORTH METRO FIRE RESCUE DISTRICT ATTN: DAVID A. RAMOS, FIRE CHIEF 101 SPADER WAY BROOMFIELD, CO 80020	An Agreement for Reimbursement for Certain Emergency Response Equipment and Certain Training Expenses, Dated: 12/01/2018	-
1558	Extraction Oil & Gas, Inc.	NORTH PARK METROPOLITAN DISTRICT NO. 1, C/O PINNACLE CONSULTING GROUP, INC. ATTN: TOM FLOCK, DISTRICT MANAGER 550 W. EISENHOWER BOULEVARD LOVELAND, CO 80537	Right-of-Way and Development Agreement	-
1559	Extraction Oil & Gas, Inc.	NORTHERN COLORADO CONSTRUCTORS, INC 9075 WCR 10 FORT LUPTON, CO 80621	Master Services Agreement, Dated: 11/10/2016	47,694.15
1560	Extraction Oil & Gas, Inc.	NORTHERN COLORADO PEST AND WILDLIFE CONTROL PO BOX 337117 GREELEY, CO 80633	Master Services Agreement, Dated: 03/05/2020	-
1561	Extraction Oil & Gas, Inc.	NORTHERN PLAINS TRUCKING 150 E. 30TH ST. GREELEY, CO 80634	Master Services Agreement, Dated: 05/02/2017	-
1562	Extraction Oil & Gas, Inc.	NOV DOWNHOLE - A NATIONAL OILWELL VARCO COMPANY 7909 PARKWOOD CIRCLE DRIVE HOUSTON, TX 77036	Master Services Agreement	-
1563	Extraction Oil & Gas, Inc.	NOVAK, LEE ADDRESS ON FILE	Restricted Stock Units, Dated: 03/25/2019	-
1564	Extraction Oil & Gas, Inc.	NP DEVELOPMENT, INC. ATTN: KYLE HARRIS, VICE PRESIDENT AND GENERAL MANAGER OF BASELINE 1800 WAZEE STREET, SUITE 200 DENVER, CO 80202	Right-of-Way and Development Agreement	-
1565	Extraction Oil & Gas, Inc.	NP INDUSTRIAL ONE, LLC ATTN: KYLE HARRIS, VICE PRESIDENT AND GENERAL MANAGER OF BASELINE 1800 WAZEE STREET, SUITE 200 DENVER, CO 80202	Right-of-Way and Development Agreement	-
1566	Extraction Oil & Gas, Inc.	NP INDUSTRIAL ONE, LLC ATTN: KYLE HARRIS, VICE PRESIDENT AND GENERAL MANAGER OF BASELINE 1800 WAZEE STREET, SUITE 200 DENVER, CO 80202	Right-of-Way and Development Agreement	-
1567	Extraction Oil & Gas, Inc.	NRC-CO3 LLC ATTN: CONSTANCE D. HEATH, DIRECTOR OF LAND NEGOTIATIONS, WESTERN OPERATIONS 370 17TH STREET, SUITE 1700 DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 04/28/2015	-
1568	Extraction Oil & Gas, Inc.	NUGEN AUTOMATION LLC 150 FM 1959 RD HOUSTON, TX 77034	Master Services Agreement	-
1569	Extraction Oil & Gas, Inc.	OAK CREEK RESOURCES LLC 500 W WALL STREET, SUITE 220 MIDLAND, TX 79701	Master Services Agreement, Dated: 08/23/2018	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1570	Extraction Oil & Gas, Inc.	O'BRIEN, PATRICK ADDRESS ON FILE	Indemnification Agreement, Dated: 10/17/2016	-
1571	Extraction Oil & Gas, Inc.	OCHSNER, TODD ADDRESS ON FILE	Restricted Stock Units, Dated: 04/04/2019	-
1572	Extraction Oil & Gas, Inc.	OG CHEMICAL LLC 1421 GREENSBORO HWY, PO BOX 16 WATKINSVILLE, GA 30677	Master Services Agreement, Dated: 05/22/2019	-
1573	Extraction Oil & Gas, Inc.	OGATA, TAMIKO E. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1574	Extraction Oil & Gas, Inc.	OGATA, TAMIKO E. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1575	Extraction Oil & Gas, Inc.	OGATA, TAMIKO E. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1576	Extraction Oil & Gas, Inc.	OIL AND GAS CONSERVATION COMMISSION 1120 LINCOLN STREET, SUITE 801 DENVER, CO 80203	Surety Agreement - Performance Bond regarding Plugging - Rule 706, Bond No. LPM9329909	-
1577	Axis Exploration, LLC	OIL INDIA (USA) INC. 101 SOUTHWESTERN BLVD STE 136 SUGARLAND, TX 77478	Designation of Successor Operator Communitization Agreement No. COC78036, COC78036, Dated: 02/16/2017	-
1578	Extraction Oil & Gas, Inc.	OIL PATCH GROUP INC 991 INDUSTRIAL PARK DR VICTORIA, TX 77905	Master Services Agreement, Dated: 05/10/2017	-
1579	Extraction Oil & Gas, Inc.	OLD REPUBLIC INSURANCE CO 8101 EAST PRENTICE AVENUE SUITE 825 GREENWOOD VILLAGE, CO 80111	Insurance Policy No. ORPRO43375 - Excess Director & Officer	-
1580	Extraction Oil & Gas, Inc.	OLD WEST ENERGY SERVICES DBA PETRO-PIER- 3839 LITTLE DIPPER DR FORT COLLINS, CO 80528	Master Services Agreement, Dated: 05/21/2019	10,411.30
1581	Extraction Oil & Gas, Inc.	OLD WEST TOURS ATTN: KEN M. WELSHIMER 110 E. CENTER STREET, PMB 1989 MADISON, SD 57042-2908	Declaration of Pooling and Unit Designation	-
1582	Extraction Oil & Gas, Inc.	OLD WEST TOURS ATTN: KEN M. WELSHIMER 110 E. CENTER STREET, PMB 1989 MADISON, SD 57042-2908	Declaration of Pooling and Unit Designation regarding Limited to the Windsor LV F-14H and Windsor LVG-14H Wellbores, Dated: 10/31/2014	-
1583	Extraction Oil & Gas, Inc.	OLD WEST TOURS ATTN: KEN M. WELSHIMER 110 E. CENTER STREET, PMB 1989 MADISON, SD 57042-2908	Declaration of Pooling and Unit Designation, Dated: 10/31/2014	-
1584	Extraction Oil & Gas, Inc.	OLD WEST TOURS ATTN: KEN M. WELSHIMER 110 E. CENTER STREET, PMB 1989 MADISON, SD 57042-2908	Model Form Recording Supplement to Operating Agreement and Financing Statement dated 10/29/2014	-
1585	Extraction Oil & Gas, Inc.	OOCG AMERICA, LLC ATTN: QING JIANG 9805 KATY FREEWAY, SUITE 500 HOUSTON, TX 77024	Communization Agreement, Dated: 02/13/2015	-
1586	Extraction Oil & Gas, Inc.	OOCG AMERICA, LLC ATTN: QING JIANG 9805 KATY FREEWAY, SUITE 500 HOUSTON, TX 77024	Declaration of Pooling and Unit Designation regarding Limited to the Thornton #6 and Thornton #9, Dated: 11/17/2014	-
1587	Extraction Oil & Gas, Inc.	OOCG AMERICA, LLC ATTN: QING JIANG 9805 KATY FREEWAY, SUITE 500 HOUSTON, TX 77024	Declaration of Pooling and Unit Designation, Dated: 07/01/2014	-
1588	Extraction Oil & Gas, Inc.	OOCG AMERICA, LLC ATTN: QING JIANG 9805 KATY FREEWAY, SUITE 500 HOUSTON, TX 77024	Declaration of Pooling and Unit Designation, Dated: 11/17/2014	-
1589	Extraction Oil & Gas, Inc.	OOCG AMERICA, LLC ATTN: QING JIANG 9805 KATY FREEWAY, SUITE 500 HOUSTON, TX 77024	Declaration of Pooling and Unit Designation, Dated: 11/17/2014	-
1590	Extraction Oil & Gas, Inc.	OOCG AMERICA, LLC C/O CNOOC INTERNATIONAL LIMITED NO. 25 CAOYANGMENBEI DAJIE DONGCHENG DISTRICT BEIJING. 100010	Letter regarding Recording Supplement, Dated: 02/01/2013	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1591	Extraction Oil & Gas, Inc.	OOCG AMERICA, LLC C/O CNOOC INTERNATIONAL LIMITED NO. 25 CAOYANGMENBEI DAJJE DONGCHENG DISTRICT BEIJING, 100010	Model Form Operating Agreement regarding Danielson 15G-412, Dated: 02/01/2013	-
1592	Extraction Oil & Gas, Inc.	OOCG AMERICA, LLC 9805 KATY FREEWAY, SUITE 500 HOUSTON, TX 77024	Model Form Operating Agreement regarding Horizontal Well (Thornton 15E-432), Dated: 06/01/2014	-
1593	Extraction Oil & Gas, Inc.	OOCG AMERICA, LLC ATTN: HEATH JOHNSTON 11700 KATY FREEWAY, SUITE 280 HOUSTON, TX 77079	Model Form Operating Agreement regarding MSH 34-15 Well, Dated: 07/01/2014	-
1594	Extraction Oil & Gas, Inc.	OOCG AMERICA, LLC ATTN: QING JIANG, PRESIDENT 9805 KATY FREEWAY, STE. 500 HOUSTON, TX 77024	Model Form Operating Agreement regarding Thornton #11 & 12 Wells, Dated: 11/17/2014	-
1595	Extraction Oil & Gas, Inc.	OOCG AMERICA, LLC 9805 KATY FREEWAY, SUITE 500 HOUSTON, TX 77024	Model Form Operating Agreement regarding Thorton #1, 2, 3 Wells, Dated: 11/17/2014	-
1596	Extraction Oil & Gas, Inc.	OOCG AMERICA, LLC ATTN: QING JIANG 9805 KATY FREEWAY, STE. 500 HOUSTON, TX 77024	Model Form Operating Agreement regarding Thorton #5, 6, 7, 8, 9, Dated: 11/17/2014	-
1597	Extraction Oil & Gas, Inc.	OOCG AMERICA, LLC 9805 KATY FREEWAY, SUITE 500 HOUSTON, TX 77024	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated November 17, 2014	-
1598	Extraction Oil & Gas, Inc.	OOCG AMERICA, LLC C/O CNOOC INTERNATIONAL LIMITED NO. 25 CAOYANGMENBEI DAJJE DONGCHENG DISTRICT BEIJING, 100010	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated September 1, 2013	-
1599	Extraction Oil & Gas, Inc.	OOCG AMERICA, LLC ATTN: QING JIANG, PRESIDENT 9805 KATY FREEWAY, STE. 500 HOUSTON, TX 77024	Model Form Recording Supplement to Operating Agreement and Financing Statement regarding Thornton #11 & 12 Wells, Dated: 11/17/2014	-
1600	Extraction Oil & Gas, Inc.	OOCG AMERICA, LLC ATTN: QING JIANG 11700 KATY FREEWAY, SUITE 280 HOUSTON, TX 77079	Transfer of Oil and Gas Lease, Dated: 02/26/2013	-
1601	Extraction Oil & Gas, Inc.	OOCG AMERICA, LLC ATTN: QING JIANG 9805 KATY FREEWAY, SUITE 500 HOUSTON, TX 77024	Wellbore Specific Declaration of Pooling, Dated: 06/23/2014	-
1602	Extraction Oil & Gas, Inc.	OPOLIS INC DRAWER 2270 PO BOX 5935 TROY, MI 48007-5935	Master Service Agreement - Staffing and Technology Services Addendum	-
1603	Extraction Oil & Gas, Inc.	OPOLIS INC DRAWER 2270 PO BOX 5935 TROY, MI 48007-5935	Staffing Services Agreement	-
1604	Extraction Oil & Gas, Inc.	OPTIMUM NETWORKING, INC. ATTN: JOHN SOBERNHEIM, INSIDE SALES MANAGER 14180 E EVANS AVE AURORA, CO 80014	IT Contract - Quote # ONQ-001476 Version 1 regarding Microsoft Visio Online Plan 2 and Windows 10 Enterprise E3 Licenses	41,870.07
1605	Extraction Oil & Gas, Inc.	OPTIMUM NETWORKING, INC. ATTN: JOHN SOBERNHEIM, INSIDE SALES MANAGER 14180 E EVANS AVE AURORA, CO 80014	IT Contract - Quote # ONQ-00166 regarding Additional Mailbox Moves to Microsoft Office 365 Enterprise E1 and Microsoft Exchange Online	-
1606	Extraction Oil & Gas, Inc.	OPTIMUM NETWORKING, INC. ATTN: JOE TURNBOUGH, PRESIDENT/CEO 14180 E EVANS AVE AURORA, CO 80014	ON-Care Pro Managed Service Plan OPTQ5114 Service Proposal	-
1607	Extraction Oil & Gas, Inc.	ORIGINS LABORATORY INC. 1725 WEST ELK PLACE DENVER, CO 80211	Master Services Agreement, Dated: 03/06/2019	48,508.24
1608	Extraction Oil & Gas, Inc.	OWENS, MATTHEW R. ADDRESS ON FILE	Employment Agreement - Amended and Restated, Dated: 03/04/2020	-
1609	Extraction Oil & Gas, Inc.	OWENS, MATTHEW R. ADDRESS ON FILE	Indemnification Agreement, Dated: 10/17/2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1610	Extraction Oil & Gas, Inc.	OWENS, MATTHEW R. ADDRESS ON FILE	Non-Qualified Stock Options, Dated: 10/04/2017	-
1611	Extraction Oil & Gas, Inc.	OWENS, MATTHEW R. ADDRESS ON FILE	Non-Qualified Stock Options, Dated: 10/11/2016	-
1612	Extraction Oil & Gas, Inc.	OWENS, MATTHEW R. ADDRESS ON FILE	Performance Cash Award, Dated: 04/05/2019	-
1613	Extraction Oil & Gas, Inc.	OWENS, MATTHEW R. ADDRESS ON FILE	Performance Share Awards, Dated: 03/01/2018	-
1614	Extraction Oil & Gas, Inc.	OWENS, MATTHEW R. ADDRESS ON FILE	Performance Share Units, Dated: 04/05/2019	-
1615	Extraction Oil & Gas, Inc.	OWENS, MATTHEW R. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1616	Extraction Oil & Gas, Inc.	OWENS, MATTHEW R. ADDRESS ON FILE	Retention Agreement, Dated: 06/09/2020	-
1617	Extraction Oil & Gas, Inc.	OWENS, TROY M. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1618	Extraction Oil & Gas, Inc.	OWENS, TROY M. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1619	Extraction Oil & Gas, Inc.	OWENS, TROY M. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1620	Extraction Oil & Gas, Inc.	P2ES HOLDINGS, LLC ATTN: CONTRACT ADMINISTRATION 1670 BROADWAY, SUITE 2800 DENVER, CO 80202	Master Agreement - Licensing or Provision of Deliverables, Software as a Service License Order Forms and all Related Documents, Dated: 6/5/2014	-
1621	Extraction Oil & Gas, Inc.	P2ES HOLDINGS, LLC ATTN: CONTRACT ADMINISTRATION 1670 BROADWAY, SUITE 2800 DENVER, CO 80202	Master Agreement - Perpetual License Order Form Order No. 2017-001	-
1622	Extraction Oil & Gas, Inc.	P2ES HOLDINGS, LLC ATTN: CONTRACT ADMINISTRATION 1670 BROADWAY, SUITE 2800 DENVER, CO 80202	Master Agreement - Perpetual License Order Form, Dated: 06/05/2014	-
1623	Extraction Oil & Gas, Inc.	P2ES HOLDINGS, LLC ATTN: CONTRACT ADMINISTRATION 1670 BROADWAY, SUITE 2800 DENVER, CO 80202	Master Agreement - Professional Services Statement of Work #: OPP-32007	-
1624	Extraction Oil & Gas, Inc.	P2ES HOLDINGS, LLC ATTN: CONTRACT ADMINISTRATION 1670 BROADWAY, SUITE 2800 DENVER, CO 80202	Master Agreement - Professional Services Statement of Work #: OPP-32007, Dated: 10/20/2014	-
1625	Extraction Oil & Gas, Inc.	P2ES HOLDINGS, LLC ATTN: CONTRACT ADMINISTRATION 1670 BROADWAY, SUITE 2800 DENVER, CO 80202	Master Agreement - Professional Services Statement of Work Under	-
1626	Extraction Oil & Gas, Inc.	P2ES HOLDINGS, LLC ATTN: CONTRACT ADMINISTRATION 1670 BROADWAY, SUITE 2800 DENVER, CO 80202	Master Agreement - Software as a Service License Order Form Order No. 2014-01	-
1627	Extraction Oil & Gas, Inc.	P2ES HOLDINGS, LLC ATTN: CONTRACT ADMINISTRATION 1670 BROADWAY, SUITE 2800 DENVER, CO 80202	Master Agreement - Software as a Service License Order Form Order No. 2014-03, Dated: 09/09/2014	-
1628	Extraction Oil & Gas, Inc.	P2ES HOLDINGS, LLC ATTN: CONTRACT ADMINISTRATION 1670 BROADWAY, SUITE 2800 DENVER, CO 80202	Professional Services Master Agreement - Statement of Work, Dated: 06/05/2014	-
1629	Extraction Oil & Gas, Inc.	PADILLA, GEORGE ADDRESS ON FILE	Restricted Stock Units, Dated: 03/18/2019	-
1630	Extraction Oil & Gas, Inc.	PARD INCORPORATED ATTN: ALFRED J. BRONCUCIA, PRES. 1625 LARIMER ST DENVER, CO 80202	Deed regarding W-1/2 of Section 21, Township 2 South, Range 66 West of the 6th P.M., Adams County, Colorado, Dated: 03/12/1981	-
1631	Extraction Oil & Gas, Inc.	PARK ENERGY SERVICES 1015 NORTH BROADWAY AVENUE SUITE 310 OKLAHOMA CITY, OK 73102	Master Services Agreement, Dated: 07/18/2017	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1632	Extraction Oil & Gas, Inc.	PATHFINDER INSPECTIONS & FIELD SERVICES, LLC PO BOX 3889 GILLETTE, WY 82717	Master Services Agreement, Dated: 06/20/2016	-
1633	Extraction Oil & Gas, Inc.	PATHFINDER PRESSURE TESTING LLC 712 5TH STREET KERSEY, CO 80644	Master Services Agreement, Dated: 10/04/2017	13,584.45
1634	Extraction Oil & Gas, Inc.	PATRIOT WELL SOLUTIONS 475 17TH ST., STE. 1020 DENVER, CO 80202	Master Services Agreement, Dated: 05/24/2017	-
1635	Extraction Oil & Gas, Inc.	PATTERSON-UTI DRILLING COMPANY LLC 10713 W. SAM HOUSTON PWKY NORTH SUITE 800 HOUSTON, TX 77064	Master Services Agreement, Dated: 01/06/2017	-
1636	XOG Services, LLC	PAYCOR, INC. 4811 MONTGOMERY RD. CINCINNATI, OH 45212	Client Service Agreement - Statement of Work for Custom Report Sent to Charles Schwab via sFTP Daily	-
1637	XOG Services, LLC	PAYCOR, INC. 4811 MONTGOMERY RD. CINCINNATI, OH 45212	Client Service Agreement - Statement of Work regarding the Custom GL Report	-
1638	XOG Services, LLC	PAYCOR, INC. 4811 MONTGOMERY RD. CINCINNATI, OH 45212	Client Services Agreement - Payroll and HR Services	-
1639	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: O.F. BALDWIN II, VP 1775 SHERMAN STREET, SUITE 3000 DENVER, CO 80203	Declaration of Pooling and Unit Designation (Brown 23P-321, 23P-201), Dated: 09/06/2016	-
1640	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. 1775 SHERMAN STREET, SUITE 3000 DENVER, CO 80203	Declaration of Pooling regarding McKinstry 28N-21HZ Well, Dated: 04/02/2015	-
1641	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. 1775 SHERMAN STREET, SUITE 3000 DENVER, CO 80203	Declaration of Pooling, Dated: 04/02/2015	-
1642	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: MEGAN LOWE 1775 SHERMAN STREET, SUITE 3000 DENVER, CO 80203	Exchange Agreement - Exchange of Property (Township 5 North, Range 65 West, 6th P.M., Section 11: NE/4, Section 12: W/2NW/4, Weld County, Colorado), Dated: 02/01/2018	-
1643	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: EDWARD R. KOENIGER, III 1775 SHERMAN STREET, SUITE 3000 DENVER, CO 80203	Letter regarding Danielson 15G-412 Recording Supplement, Dated: 02/01/2013	-
1644	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: EDWARD R. KOENIGER III 1775 SHERMAN ST., SUITE 3000 DENVER, CO 80203	Model Form Operating Agreement (Horizontal Well) regarding Tateyama 15U-443, Dated: 07/01/2013	-
1645	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: ELIZABETH BACHMAN 1775 SHERMAN ST., SUITE 3000 DENVER, CO 80203	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Willow Bend LD 18-361HC, Dated: 10/01/2014	-
1646	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. 1775 SHERMAN STREET, SUITE 3000 DENVER, CO 80203	Model Form Operating Agreement regarding Brown 23P-321 and Brown 23P-201, Dated: 09/06/2016	-
1647	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: O.F. BALDWIN II, VICE PRESIDENT LAND 1775 SHERMAN STREET, SUITE 3000 DENVER, CO 80203	Model Form Operating Agreement regarding Clark 14J-223 and Clark 14J-303, Dated: 10/05/2016	-
1648	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: O.F. BALDWIN II, VICE PRESIDENT LAND 1775 SHERMAN STREET, SUITE 3000 DENVER, CO 80203	Model Form Operating Agreement regarding Dalton 24Q-441 Horizontal Well, Dated: 02/01/2013	-
1649	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: EDWARD R. KOENIGER, III 1775 SHERMAN STREET, SUITE 3000 DENVER, CO 80203	Model Form Operating Agreement regarding Danielson 15G-412, Dated: 02/01/2013	-
1650	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. 1775 SHERMAN ST., SUITE 3000 DENVER, CO 80203	Model Form Operating Agreement regarding Horizontal Well - Tracy 14P-432, Dated: 11/01/2015	-
1651	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: O.F. BALDWIN II, VP 1775 SHERMAN STREET, SUITE 3000 DENVER, CO 80203	Model Form Operating Agreement regarding Horizontal Well (Alles 22L-241), Dated: 10/05/2016	-
1652	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: O.F. BALDWIN II, VICE PRESIDENT LAND 1775 SHERMAN STREET, SUITE 3000 DENVER, CO 80203	Model Form Operating Agreement regarding Horizontal Well (Clark 14M-343), Dated: 10/05/2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1653	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: O.F. BALDWIN II, VICE PRESIDENT LAND 1775 SHERMAN ST., SUITE 3000 DENVER, CO 80203	Model Form Operating Agreement regarding Horizontal Well (Dalton 24Q-241), Dated: 02/01/2013	-
1654	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: O.F. BALDWIN II, VICE PRESIDENT LAND 1775 SHERMAN ST., SUITE 3000 DENVER, CO 80203	Model Form Operating Agreement regarding Horizontal Well (Dalton 24Q-241), Dated: 03/01/2013	-
1655	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: O. F. BALDWIN II, VICE PRESIDENT LAND 1775 SHERMAN ST, STE. 3000 DENVER, CO 80203	Model Form Operating Agreement regarding Horizontal Well (Thornton 15E-432), Dated: 06/01/2014	-
1656	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: EDWARD R. KOENIGER III, LAND MANAGER- WESTERN U.S. 1775 SHERMAN ST, STE. 3000 DENVER, CO 80203	Model Form Operating Agreement regarding Horizontal Well (Thornton 18L-401), Dated: 09/01/2014	-
1657	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: O.F. BALDWIN II 1775 SHERMAN STREET, SUITE 3000 DENVER, CO 80203	Model Form Operating Agreement regarding Horizontal Wells Drilled to the Codell and/or Niobrara Formations, Dated: 10/05/2016	-
1658	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. 1775 SHERMAN STREET DENVER, CO 80203	Model Form Operating Agreement regarding Thornton #11 & 12 Wells, Dated: 11/17/2014	-
1659	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: EDWARD R. KOENIGER, III 1775 SHERMAN STREET, SUITE 3000 DENVER, CO 80203	Model Form Operating Agreement regarding Thornton 14K-441, Dated: 10/01/2015	-
1660	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: EDWARD R. KOENIGER, III 1775 SHERMAN STREET, SUITE 3000 DENVER, CO 80203	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated September 1, 2013	-
1661	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. 1775 SHERMAN STREET, SUITE 3000 DENVER, CO 80203	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated September 6, 2016	-
1662	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. 1775 SHERMAN STREET DENVER, CO 80203	Model Form Recording Supplement to Operating Agreement and Financing Statement regarding Thornton #11 & 12 Wells, Dated: 11/17/2014	-
1663	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: O.F. BALDWIN II, VICE PRESIDENT LAND 1775 SHERMAN ST., SUITE 3000 DENVER, CO 80203	Model Form Recording Supplement to Operating Agreement and Financing Statement, Dated: 03/01/2013	-
1664	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: EDWARD R. KOENIGER III 1775 SHERMAN ST., SUITE 3000 DENVER, CO 80203	Model Form Recording Supplement to Operating Agreement and Financing Statement, Dated: 07/01/2013	-
1665	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: NICOLE MARTINET, ESQ. 1775 SHERMAN STREET, SUITE 3000 DENVER, CO 80203	Third Party Professional Agreement, Dated: 05/30/2019	-
1666	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: EDWARD R. KOENIGER III 1775 SHERMAN STREET, SUITE 3000 DENVER, CO 80203	Wellbore Specific Declaration of Pooling regarding Thornton 14K-441 Wellbore and the Codell formation, Dated: 08/28/2014	-
1667	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: EDWARD R. KOENIGER III, LAND MANAGER - WESTERN U.S 1775 SHERMAN STREET, SUITE 3000 DENVER, CO 80203	Wellbore Specific Declaration of Pooling regarding Thornton 18L-401, Dated: 09/22/2014	-
1668	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. 1775 SHERMAN STREET, SUITE 3000 DENVER, CO 80203	Wellbore Specific Declaration of Pooling regarding Willow Bend LD 18-361HC Well, Dated: 11/04/2014	-
1669	Extraction Oil & Gas, Inc.	PDC ENERGY, INC. ATTN: O.F. BALDWIN II, VP 1775 SHERMAN STREET, SUITE 3000 DENVER, CO 80203	Wellbore Specific Declaration of Pooling, Dated: 06/23/2014	-
1670	Extraction Oil & Gas, Inc.	PDK INVESTMENTS, LLC 10759 WCR 7 LONGMONT, CO 80504	Model Form Operating Agreement regarding Keown State 33N-34HZ, Dated: 12/01/2016	-
1671	Extraction Oil & Gas, Inc.	PEARSON, BRIAN K. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1672	Extraction Oil & Gas, Inc.	PEARSON, BRIAN K. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1673	Extraction Oil & Gas, Inc.	PEARSON, BRIAN K. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1674	Extraction Oil & Gas, Inc.	PEDRO P. GUTIERREZ ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1675	Extraction Oil & Gas, Inc.	PEDRO P. GUTIERREZ AND INEZ GUTIERREZ ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1676	Extraction Oil & Gas, Inc.	PEDRO RODRIGUEZ AND ERNESTINA RODRIGUEZ ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1677	Extraction Oil & Gas, Inc.	PELICAN LAKES, LLC ATTN: MARTIN LIND 1625 PELICAN LAKES POINT, SUITE 201 WINDSOR, CO 80550	Letter Agreement regarding Consent to Change Well Operator, Dated: 04/22/2014	-
1678	Extraction Oil & Gas, Inc.	PERRY, KENNETH D. ADDRESS ON FILE	Restricted Stock Units, Dated: 08/14/2019	-
1679	Extraction Oil & Gas, Inc.	PETER B. GUTIERREZ AND ZULEMA B. GUTIERREZ ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1680	Extraction Oil & Gas, Inc.	PETERMAN, JOHN Z. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1681	Extraction Oil & Gas, Inc.	PETERMAN, JOHN Z. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1682	Extraction Oil & Gas, Inc.	PETERMAN, JOHN Z. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1683	Extraction Oil & Gas, Inc.	PETERS, TARA ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1684	Extraction Oil & Gas, Inc.	PETERS, TARA ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1685	Extraction Oil & Gas, Inc.	PETERS, TARA ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1686	Extraction Oil & Gas, Inc.	PETROLEUM FIELD SERVICES, LLC 8620 WOLFF COURT WESTMINSTER, CO 80031	Master Services Agreement, Dated: 07/26/2016	-
1687	Extraction Oil & Gas, Inc.	PETROSHARE CORP. ATTN: WILLIAM R. GIVAN, VICE PRESIDENT LAND 9635 MAROON CIRCLE, SUITE 400 ENGLEWOOD, CO 80112	Asset Exchange Agreement, Dated: 08/21/2018	-
1688	Extraction Oil & Gas, Inc.	PETROSHARE CORP. ATTN: WILLIAM R. GIVAN, VICE PRESIDENT LAND 9635 MAROON CIRCLE, SUITE 400 ENGLEWOOD, CO 80112	Farmout Agreement, Dated: 08/21/2018	-
1689	Extraction Oil & Gas, Inc.	PETROSTAR SERVICES LLC 4350 LOCKHILL SELMA RD SUITE 150 SAN ANTONIO, TX 78249	Master Services Agreement	-
1690	Extraction Oil & Gas, Inc.	PHOENIX TECHNOLOGY SERVICES USA INC. 12329 CUTTEN ROAD HOUSTON, TX 77066	Master Services Agreement	-
1691	Extraction Oil & Gas, Inc.	PICO FINISTERRE, LLC 7979 IVANHOE AVENUE, #300 LA JOLLA, CA 92037	Assignment of Oil and Gas Leases	-
1692	Extraction Oil & Gas, Inc.	PINNACOL ASSURANCE 7501 E LOWRY BLVD. DENVER, CO 80230	Insurance Policy No. 4174932 - Workers Compensation (CO)	-
1693	Extraction Oil & Gas, Inc.	PIONEER WIRELINE SERVICES LLC 1250 NE LOOP 410, SUITE 1000 SAN ANTONIO, TX 78209	Master Services Agreement	45,708.37
1694	Extraction Oil & Gas, Inc.	PIPELINE STRATEGIES AND INTEGRITY, LLC 110 S. SIERRA MADRE COLORADO SPRINGS, CO 80903	Master Services Agreement, Dated: 06/13/2018	-

Schedule of Assumed Executory Contracts and Unexpired Leases

<u>No.</u>	<u>Debtor</u>	<u>Counterparty</u>	<u>Contract Description</u>	<u>Cure Amount</u>
1695	Extraction Oil & Gas, Inc.	PIPER ELECTRIC CO, INC. 5960 JAY ST. ARVADA, CO 80003	Master Services Agreement, Dated: 08/08/2019	-
1696	Extraction Oil & Gas, Inc.	PITNEY BOWES GLOBAL P.O. BOX 371887 PITTSBURGH, PA 15250-7887	Lease Agreement and all Related Client Privilege Documents	127.01
1697	Extraction Oil & Gas, Inc.	PLANT SERVICES, INC 2122 NORTH 9TH ROAD WORDEN, MT 59088	Master Services Agreement, Dated: 12/20/2017	-
1698	Extraction Oil & Gas, Inc.	PLATTE RIVER MIDSTREAM 1600 BROADWAY, SUITE 2400 DENVER, CO 80202	Lact Unit Agreement, Dated: 04/14/2017	-
1699	Extraction Oil & Gas, Inc.	POBUDA, ERIC C. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1700	Extraction Oil & Gas, Inc.	POBUDA, ERIC C. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1701	Extraction Oil & Gas, Inc.	POBUDA, ERIC C. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1702	Extraction Oil & Gas, Inc.	POE COLORADO, LLC ATTN: BILLY WASHINGTON 16400 DALLAS PARKWAY, SUITE 400 DALLAS, TX 75248	Asset Exchange Agreement, Dated: 08/21/2018	-
1703	Extraction Oil & Gas, Inc.	POINTS, SHANE ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1704	Extraction Oil & Gas, Inc.	POINTS, SHANE ADDRESS ON FILE	Restricted Stock Units, Dated: 01/10/2018	-
1705	Extraction Oil & Gas, Inc.	POINTS, SHANE ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1706	Extraction Oil & Gas, Inc.	POINTS, SHANE ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1707	Mountaintop Minerals, LLC	PONY OIL, LLC ATTN: JOHN PAUL MERRITT 4245 N. CENTRAL EXPY, SUITE 320 BOX 109 DALLAS, TX 75205	Acquisition Agreement - Amendment, Dated: 11/22/2017	-
1708	Mountaintop Minerals, LLC	PONY OIL, LLC ATTN: GEORGE OVERBEY 4245 N CENTRAL EXPY. SUITE 320 DALLAS, TX 75205	Acquisition Agreement, Dated: 05/18/2017	-
1709	Extraction Oil & Gas, Inc.	POTTS, MICHAEL ADDRESS ON FILE	Restricted Stock Units, Dated: 03/28/2019	-
1710	Extraction Oil & Gas, Inc.	POTTS, STEVE ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1711	Extraction Oil & Gas, Inc.	POTTS, STEVE ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1712	Extraction Oil & Gas, Inc.	POTTS, STEVE ADDRESS ON FILE	Restricted Stock Units, Dated: 08/13/2018	-
1713	Extraction Oil & Gas, Inc.	POWERSTROKE WELL CONTROL, INC. PO BOX 2164 GREELEY, CO 80631	Master Services Agreement, Dated: 07/10/2019	-
1714	Extraction Oil & Gas, Inc.	PRAIRIE OILFIELD SERVICES 27323 CR 70 GILL, CO 80624	Master Services Agreement	-
1715	Extraction Oil & Gas, Inc.	PRECISION INDUSTRIAL APPLICATORS 9050 E. CR # 18 JOHNSTOWN, CO 80534-4024	Master Services Agreement, Dated: 09/21/2016	-
1716	Extraction Oil & Gas, Inc.	PRIME CONTROLS LP 1725 LAKEPOINTE DR LEWISVILLE, TX 75057	Master Services Agreement	-
1717	Extraction Oil & Gas, Inc.	PRINCIPAL ENVIRONMENTAL, LLC DBA TRUHZORION ENVIRONMENTAL SOLUTIONS 201 W RANCH CT. WEATHERFORD, TX 76088	Master Services Agreement	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1718	Extraction Oil & Gas, Inc.	PRIORITY ARTIFICIAL LIFT SERVICES 5655 WEST SAM HOUSTON PKWY NORTH, BUILDING 1 HOUSTON, TX 77041	Master Services Agreement, Dated: 10/20/2016	-
1719	Extraction Oil & Gas, Inc.	PRIORITY POWER MANAGEMENT 690 E. LAMAR BLVD., STE. 500 ARLINGTON, TX 76011	Master Services Agreement	-
1720	Extraction Oil & Gas, Inc.	PROCESS EQUIPMENT & SERVICE CO. P. O. BOX 929 FARMINGTON, NM 87499	Master Services Agreement, Dated: 09/27/2017	21,718.77
1721	Extraction Oil & Gas, Inc.	PROFIRE ENERGY INC. 321 S 1250 W STE 1 LINDON, UT 84042	Master Services Agreement, Dated: 01/19/2017	-
1722	Extraction Oil & Gas, Inc.	PROJECT CANARY 1700 LINCOLN ST. FLOOR 17 DENVER, CO 80203	Master Services Agreement	-
1723	Extraction Oil & Gas, Inc.	PROTIVITI INC 12269 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693	Master Services Agreement - Statement of Work, Dated: 02/12/2016	-
1724	Extraction Oil & Gas, Inc.	PROTIVITI INC 12269 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693	Master Services Agreement - Statement of Work, Dated: 02/12/2016	-
1725	Extraction Oil & Gas, Inc.	PRUITT, CORY ADDRESS ON FILE	Restricted Stock Units, Dated: 03/27/2019	-
1726	Extraction Oil & Gas, Inc.	PTW ENERGY SERVICES INC 1400 WOODLOCH FOREST DRIVE THE WOODLANDS, TX 80031	Master Services Agreement, Dated: 10/18/2016	-
1727	Extraction Oil & Gas, Inc.	PUMP MASTERS PO BOX 608 BENTON, LA 71006	Master Services Agreement, Dated: 04/11/2018	636,789.28
1728	Extraction Oil & Gas, Inc.	PURESTREAM SERVICES, LLC 790 S KOMAS DR SALT LAKE CITY, UT 84108	Master Services Agreement, Dated: 05/07/2020	-
1729	Extraction Oil & Gas, Inc.	QUADCO, LLC 406 W FIREWEED LANE STE 100 ANCHORAGE, AK 99503	Master Services Agreement, Dated: 08/21/2017	-
1730	Extraction Oil & Gas, Inc.	QUAIL TOOLS LP PO BOX 10739 NEW IBERIA, LA 70562	Master Services Agreement, Dated: 05/22/2017	24,794.82
1731	Extraction Oil & Gas, Inc.	QUESADA, COREY ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1732	Extraction Oil & Gas, Inc.	QUESADA, COREY ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1733	Extraction Oil & Gas, Inc.	QUESADA, COREY ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1734	Extraction Oil & Gas, Inc.	QUESTOR TECHNOLOGY INC 2240, 140 - 4 AVE SW CALGARY, AB T2P3N3	Master Services Agreement	-
1735	Extraction Oil & Gas, Inc.	QUINN EMANUEL URQUHART & SULLIVAN, LLP ATTN: BENJAMIN I. FINESTONE 51 MADISON AVENUE, 22ND FLOOR NEW YORK, NY 10010	Retention Agreement, Dated: 05/19/2020	-
1736	Extraction Oil & Gas, Inc.	R & J HOLDINGS, LLC 701 HAYS CIRCLE LONGMONT, CO 80501	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Hopper State 9N-34SLHZ Well, Dated: 10/01/2016	-
1737	Extraction Oil & Gas, Inc.	R & J HOLDINGS, LLC 701 HAYS CIRCLE LONGMONT, CO 80501	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Hopper State 24N-34SLHZ, Dated: 12/01/2016	-
1738	Extraction Oil & Gas, Inc.	R & J HOLDINGS, LLC 701 HAYS CIRCLE LONGMONT, CO 80501	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Hopper State 4ON-34SLHZ, Dated: 12/01/2016	-
1739	Extraction Oil & Gas, Inc.	R3 AUTOMATION 621 INNOVATION CIR. SUITE A WINDSOR, CO 80550	Master Services Agreement, Dated: 02/01/2017	31.93
1740	Extraction Oil & Gas, Inc.	RAINDANCE AQUATIC INVESTMENTS, LLC ATTN: MARTIN LIND 1625 PELICAN LAKES POINT, SUITE 201 WINDSOR, CO 80550	Letter Agreement regarding Consent to Change Well Operator, Dated: 04/24/2014	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1741	Extraction Oil & Gas, Inc.	RAISA DJ BASIN I, L.P. 1580 LINCOLN STREET, SUITE 1110 DENVER, CO 80203	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley- Becky 2A-7H-E168 wellbore, Dated: 10/03/2016	-
1742	Extraction Oil & Gas, Inc.	RAISA DJ BASIN I, L.P. 1580 LINCOLN STREET, SUITE 1110 DENVER, CO 80203	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley- Becky 2B-7H-E168 wellbore, Dated: 10/03/2016	-
1743	Extraction Oil & Gas, Inc.	RAISA DJ BASIN I, L.P. 1580 LINCOLN STREET, SUITE 1110 DENVER, CO 80203	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-SOSA 2A-7H-E168, Dated: 10/03/2016	-
1744	Extraction Oil & Gas, Inc.	RAISA DJ BASIN I, L.P. 1580 LINCOLN STREET, SUITE 1110 DENVER, CO 80203	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Sosa 2E7H-E168, Dated: 10/03/2016	-
1745	Extraction Oil & Gas, Inc.	RAISA DJ BASIN I, L.P. 1580 LINCOLN STREET, SUITE 1110 DENVER, CO 80203	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Sosa 2F-7H-E168, Dated: 11/08/2016	-
1746	Extraction Oil & Gas, Inc.	RAISA DJ BASIN I, L.P. 1580 LINCOLN STREET, SUITE 1110 DENVER, CO 80203	Model Form Operating Agreement regarding Limited to the Woolley-Sosa 2B-7H- E168 Wellbore, Dated: 10/03/2016	-
1747	Extraction Oil & Gas, Inc.	RAISA DJ BASIN I, L.P. 1580 LINCOLN STREET, SUITE 1110 DENVER, CO 80203	Model Form Operating Agreement regarding Limited to the Woolley-Sosa 2C-7H- E168 Wellbore, Dated: 10/03/2016	-
1748	Extraction Oil & Gas, Inc.	RAISA DJ BASIN I, L.P. 1580 LINCOLN STREET, SUITE 1110 DENVER, CO 80203	Model Form Operating Agreement regarding WOOLLEY-SOSA 2D7H-E168, Dated: 10/03/2016	-
1749	8 North, LLC	RAISA II, LLC ATTN: BABAK D. FADAIEPOUR 1560 BROADWAY SUITE 2050 DENVER, CO 80202	Asset Purchase Agreement, Dated: 12/19/2019	-
1750	Extraction Oil & Gas, Inc.	RAISA II, LLC ATTN: BABAK D. FADAIEPOUR 1560 BROADWAY SUITE 2050 DENVER, CO 80202	Asset Purchase Agreement, Dated: 12/19/2019	-
1751	Extraction Oil & Gas, Inc.	RAISA II, LLC ATTN: ERIN B. PARKER P.O. BOX 162885 AUSTIN, TX 78716	Model Form Operating Agreement (Wellbore Specific Agreement) regarding DITTMER KE 20-029HN (INITIAL WELL) DITTMER KE 20-0311-IN, Dated: 08/01/2016	-
1752	Extraction Oil & Gas, Inc.	RAM SWAB SERVICES, LLC 497 N. DENVER AVE. LOVELAND, CO 80537	Master Services Agreement, Dated: 02/18/2017	1,960.68
1753	Extraction Oil & Gas, Inc.	RANCHO PARTNERSHIP 1600 CHAMPA STREET, SUITE 320 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley- Becky 2A-7H-E168 wellbore, Dated: 10/03/2016	-
1754	Extraction Oil & Gas, Inc.	RANCHO PARTNERSHIP 1600 CHAMPA STREET, SUITE 320 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley- Becky 2B-7H-E168 wellbore, Dated: 10/03/2016	-
1755	Extraction Oil & Gas, Inc.	RANCHO PARTNERSHIP 1600 CHAMPA STREET, SUITE 320 DENVER, CO 80202	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-SOSA 2A-7H-E168, Dated: 10/03/2016	-
1756	Extraction Oil & Gas, Inc.	RANCHO PARTNERSHIP 1600 CHAMPA STREET, SUITE 320 DENVER, CO 80202	Model Form Operating Agreement regarding Limited to the Woolley-Sosa 2B-7H- E168 Wellbore, Dated: 10/03/2016	-
1757	Extraction Oil & Gas, Inc.	RANDALL, MEGHANN ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1758	Extraction Oil & Gas, Inc.	RANDALL, MEGHANN ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1759	Extraction Oil & Gas, Inc.	RANDALL, MEGHANN ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1760	Extraction Oil & Gas, Inc.	RANDALL, MEGHANN ADDRESS ON FILE	Restricted Stock Units, Dated: 09/18/2017	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1761	Extraction Oil & Gas, Inc.	RANGER ENERGY SERVICES LLC 800 GESSNER ROAD SUITE 1000 HOUSTON, TX 77024	Master Services Agreement, Dated: 04/25/2017	-
1762	Extraction Oil & Gas, Inc.	RAPID ENERGY SOLUTIONS LLC PO BOX 13 MEAD, CO 80542	Master Services Agreement, Dated: 02/01/2016	312.00
1763	Extraction Oil & Gas, Inc.	RAPTOR LIFT SOLUTIONS, LLC. 1406 N SAM HOUSTON PARKWAY W HOUSTON, TX 77038	Master Services Agreement, Dated: 06/16/2017	-
1764	Extraction Oil & Gas, Inc.	RAY BERRIS, AKA RAY ANDREW BERRIS ADDRESS ON FILE	Model Form Operating Agreement, Dated: 12/30/2013	-
1765	Extraction Oil & Gas, Inc.	RAY BERRIS, AKA RAY ANDREW BERRIS ADDRESS ON FILE	Model Form Recording Supplement to Operating Agreement and Financing Statement, Dated: 12/30/2013	-
1766	Extraction Oil & Gas, Inc.	RAYBURN, JASON ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1767	Extraction Oil & Gas, Inc.	RAYBURN, JASON ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1768	Extraction Oil & Gas, Inc.	RAYBURN, JASON ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1769	Extraction Oil & Gas, Inc.	RBF MINERALS, LLC ATTN: BILL FISHER, MANAGER 6600 WEST 20TH STREET, UNIT 55 GREELEY, CO 80634	Letter Agreement regarding Wellbore Farmout Agreement, Dated: 06/16/2015	-
1770	Extraction Oil & Gas, Inc.	RBF MINERALS, LLC ATTN: BILL FISHER, MANGER 6600 WEST 20TH STREET, UNIT 55 GREELEY, CO 80634	Letter regarding Farmout Agreement, Dated: 05/26/2015	-
1771	Extraction Oil & Gas, Inc.	RBF MINERALS, LLC ATTN: MR. BILL FISHER 361 71ST AVENUE GREELEY, CO 80634	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Kodak North FD 27-019HN, JOA.0017 5912, Dated: 05/01/2014	-
1772	Extraction Oil & Gas, Inc.	RBF MINERALS, LLC ATTN: STEVE R STACY 361 71ST AVE. DENVER, CO 80202	Model Form Operating Agreement regarding GW. JOAs Diamond Valley East #'s 3, 5, 6, 8, 9, Dated: 08/01/2014	-
1773	Extraction Oil & Gas, Inc.	RBF MINERALS, LLC ATTN: MANAGER 6600 WEST 20TH STREET, UNIT 55 GREELEY, CO 80634	Second Amendment to Wellbore Farmout Agreement Dated June 16, 2015	-
1774	Extraction Oil & Gas, Inc.	RBF MINERALS, LLC 6600 WEST 20TH STREET, UNIT 55 GREELEY, CO 80634	Wellbore Specific Declaration of Pooling regarding Kodak North FD 27-019HN, Dated: 04/18/2014	-
1775	7N, LLC	RE/MAX EAGLE ROCK ATTN: MARISSA DONAHOO AND HALEIGH LIND 6028 STALLION DRIVE LOVELAND, CO 80538	Contract to Buy and Sell Real Estate (Commercial), Dated: 03/04/2020	-
1776	Extraction Oil & Gas, Inc.	RECK FLYERS, LLC 7150 STATE HWY 392 WINDSOR, CO 80550	Master Services Agreement, Dated: 08/09/2017	188,230.00
1777	Extraction Oil & Gas, Inc.	RED DEER IRONWORKS ENERGY SERVICES, A DIVISION OF RED DEER IRONWORKS USA INC. 4289 COMMERCE DRIVE FREDERICK, CO 80504	Master Services Agreement	-
1778	Extraction Oil & Gas, Inc.	RED OAK PIPELINE LLC ATTN: VP - BUSINESS DEVELOPMENT 2331 CITYWEST BLVD. HOUSTON, TX 77042	Transportation Services Agreement (including schedules and amendments)	-
1779	Extraction Oil & Gas, Inc.	REDI ANVIL LLC 225 UNION BLVD., SUITE 500 LAKEWOOD, CO 80228	Master Services Agreement, Dated: 05/26/2017	-
1780	Extraction Oil & Gas, Inc.	REDI PUMPING LLC PO BOX 36 LYMAN, WY 82937	Master Services Agreement	-
1781	Extraction Oil & Gas, Inc.	REDI SERVICES, LLC PO BOX 310 LYMAN, WY 82937	Master Services Agreement	-
1782	Extraction Oil & Gas, Inc.	REGENT POWER AND COMPRESSION, LLC 600 17TH STREET SUITE 2853 DENVER, CO 80202	Master Services Agreement, Dated: 08/31/2018	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1783	Extraction Oil & Gas, Inc.	REINHARDT OILFIELD SERVICE, LLC 18122 COUNTY ROAD 32 STERLING, CO 80751	Master Services Agreement	-
1784	Extraction Oil & Gas, Inc.	REITER, JASON R. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1785	Extraction Oil & Gas, Inc.	REITER, JASON R. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1786	Extraction Oil & Gas, Inc.	REITER, JASON R. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1787	Extraction Oil & Gas, Inc.	RELIABLE DRILLING FLUIDS LLC 8051 SHAFFER PARKWAY LITTLETON, CO 80127	Master Services Agreement, Dated: 04/25/2017	-
1788	Extraction Oil & Gas, Inc.	RELIANCE OILFIELD SERVICES LLC 4845 SE 44TH ST. NORMAN, OK 73072	Master Services Agreement, Dated: 10/01/2019	-
1789	Extraction Oil & Gas, Inc.	REMINGTON TECHNOLOGIES 8100 ARKINS COURT LOVELAND, CO 80538-9401	Master Services Agreement, Dated: 12/05/2019	91,703.94
1790	Extraction Oil & Gas, Inc.	REP PROCESSING, LLC ATTN: PRESIDENT 5956 SHERRY LANE, SUITE 825 DALLAS, TX 75225	Gas Gathering, Processing, and Purchase Agreement, Dated: 04/16/2019	-
1791	Extraction Oil & Gas, Inc.	REPEAT PRECISION LLC PO BOX 1990 MARBLE FALLS, TX 78654	Master Services Agreement, Dated: 03/21/2019	367,023.30
1792	Extraction Oil & Gas, Inc.	RESOURCE ACQUISITIONS MANAGEMENT CO. ATTN: KERRY RAMSEY 240S. ELM STREET DENVER, CO 80246	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley- Becky 2A-7H-E168 wellbore, Dated: 10/03/2016	-
1793	Extraction Oil & Gas, Inc.	RESOURCE ACQUISITIONS MANAGEMENT CO. ATTN: KERRY RAMSEY 240 S. ELM STREET DENVER, CO 80246	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley- Becky 2B-7H-E168 wellbore, Dated: 10/03/2016	-
1794	Extraction Oil & Gas, Inc.	RESOURCE ACQUISITIONS MANAGEMENT CO. ATTN: KERRY RAMSEY 240 S. ELM STREET DENVER, CO 80246	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-SOSA 2A-7H-E168, Dated: 10/03/2016	-
1795	Extraction Oil & Gas, Inc.	RESOURCE ACQUISITIONS MANAGEMENT CO. ATTN: KERRY RAMSEY 240 ELM STREET DENVER, CO 80246	Model Form Operating Agreement regarding Limited to the Woolley-Sosa 2B-7H- E168 Wellbore, Dated: 10/03/2016	-
1796	Extraction Oil & Gas, Inc.	REX WILLIAM MONAHAN III ATTN: REX WILLIAM MONAHAN III 12 DOS RIOS GREELEY, CO 80634	Purchase and Sale Agreement, Dated: 08/31/2016	-
1797	Extraction Oil & Gas, Inc.	REXEL USA, INC. 14951 DALLAS PARKWAY DALLAS, TX 75254	Master Services Agreement, Dated: 04/18/2018	-
1798	Extraction Oil & Gas, Inc.	REYNOLDS ERIE PROPERTY, LLC ATTN: JACK D. FEUER 7600 LANDMARK WAY #1515 GREENWOOD VILLAGE, CO 80111	Purchase and Sale Agreement with Escrow Instructions - First Amendment, Dated: 09/28/2018	-
1799	Extraction Oil & Gas, Inc.	REYNOLDS ERIE PROPERTY, LLC ATTN: JACK D. FEUER 7600 LANDMARK WAY #1515 GREENWOOD VILLAGE, CO 80111	Purchase and Sale Agreement with Escrow Instructions - Fourth Amendment, Dated: 03/27/2019	-
1800	Extraction Oil & Gas, Inc.	REYNOLDS ERIE PROPERTY, LLC ATTN: JACK D. FEUER 7600 LANDMARK WAY #1515 GREENWOOD VILLAGE, CO 80111	Purchase and Sale Agreement with Escrow Instructions - Second Amendment, Dated: 10/11/2018	-
1801	Extraction Oil & Gas, Inc.	REYNOLDS ERIE PROPERTY, LLC ATTN: JACK D. FEUER 7600 LANDMARK WAY #1515 GREENWOOD VILLAGE, CO 80111	Purchase and Sale Agreement with Escrow Instructions - Third Amendment, Dated: 11/01/2018	-
1802	Extraction Oil & Gas, Inc.	REYNOLDS ERIE PROPERTY, LLC ATTN: JACK D. FEUER 7600 LANDMARK WAY #1515 GREENWOOD VILLAGE, CO 80111	Purchase and Sale Agreement with Escrow Instructions, Dated: 07/03/2018	-
1803	Extraction Oil & Gas, Inc.	REYNOLDS, KATHERINE C. ADDRESS ON FILE	Restricted Stock Units, Dated: 09/26/2019	-

Schedule of Assumed Executory Contracts and Unexpired Leases

<u>No.</u>	<u>Debtor</u>	<u>Counterparty</u>	<u>Contract Description</u>	<u>Cure Amount</u>
1804	Extraction Oil & Gas, Inc.	RHINEHART OIL CO., INC. P. O. BOX 418 AMERICAN FORK, UT 84003	Master Services Agreement, Dated: 02/22/2019	-
1805	Extraction Oil & Gas, Inc.	RICE, TREVOR ADDRESS ON FILE	Restricted Stock Units, Dated: 03/09/2020	-
1806	Extraction Oil & Gas, Inc.	RICHARD E. BAIRD ADDRESS ON FILE	Model Form Operating Agreement regarding Thornton #11 & 12 Wells, Dated: 11/17/2014	-
1807	Extraction Oil & Gas, Inc.	RICHARD E. BAIRD ADDRESS ON FILE	Model Form Operating Agreement regarding Thorton #1, 2, 3 Wells, Dated: 11/17/2014	-
1808	Extraction Oil & Gas, Inc.	RICHARD E. BAIRD ADDRESS ON FILE	Model Form Operating Agreement regarding Thorton #5, 6, 7, 8, 9, Dated: 11/17/2014	-
1809	Extraction Oil & Gas, Inc.	RICHARD E. BAIRD ADDRESS ON FILE	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated November 17, 2014	-
1810	Extraction Oil & Gas, Inc.	RICHARD E. BAIRD ADDRESS ON FILE	Model Form Recording Supplement to Operating Agreement and Financing Statement regarding Thornton #11 & 12 Wells, Dated: 11/17/2014	-
1811	Extraction Oil & Gas, Inc.	RICHARD PEARSON ADDRESS ON FILE	Model Form Operating (Wellbore Specific Agreement) regarding Morgan Hills 1H-7H- A168, Dated: 11/15/2016	-
1812	Extraction Oil & Gas, Inc.	RICHARD PEARSON ADDRESS ON FILE	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1A- 7H-A168, Dated: 11/15/2016	-
1813	Extraction Oil & Gas, Inc.	RICHARD PEARSON ADDRESS ON FILE	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1B- 7H-A168, Dated: 11/15/2016	-
1814	Extraction Oil & Gas, Inc.	RICHARD PEARSON ADDRESS ON FILE	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1C- 7H-A168, Dated: 11/15/2016	-
1815	Extraction Oil & Gas, Inc.	RICHARD PEARSON ADDRESS ON FILE	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1D- 7H-A168, Dated: 11/15/2016	-
1816	Extraction Oil & Gas, Inc.	RICHARD PEARSON ADDRESS ON FILE	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1E- 7H-A168, Dated: 11/15/2016	-
1817	Extraction Oil & Gas, Inc.	RICHARD PEARSON ADDRESS ON FILE	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1F- 7H-A168, Dated: 11/15/2016	-
1818	Extraction Oil & Gas, Inc.	RICHARD PEARSON ADDRESS ON FILE	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1I- 7H-A168, Dated: 11/15/2016	-
1819	Extraction Oil & Gas, Inc.	RICHARD PEARSON ADDRESS ON FILE	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Sosa 2G-7H-E168, Dated: 11/08/2016	-
1820	Extraction Oil & Gas, Inc.	RICHARD PEARSON ADDRESS ON FILE	Model Form Operating Agreement regarding Morgan Hills 1G-7H-A168, Dated: 11/15/2016	-
1821	Extraction Oil & Gas, Inc.	RICHARD PEARSON ADDRESS ON FILE	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Woolley-Becky 2G-7H-E168, Codell Formation, Dated: 10/03/2016	-
1822	Extraction Oil & Gas, Inc.	RICHARD PEARSON ADDRESS ON FILE	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Woolley-Becky 2G-7H-E168, Niobara Formation, Dated: 10/03/2016	-
1823	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC ATTN: ARLO L RICHARDSON PO BOX 328 GREELEY, CO 80632	Agreement regarding Mineral Interests	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1824	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC ATTN: ARLO L RICHARDSON BOX 1722 GUYMON, OK 73942	Agreement regarding Mineral Interests	-
1825	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC P. O. BOX 328 GREELEY, CO 80632	Assignment and Bill of Sale (Township 5 North, Range 65 West, 6th P.M. Weld County, CO Township 4 North, Range 65 West 6th P.M. Weld County, Colorado Township 6 North, Range 65 West, 6th P.M. Weld County, Colorado Township 5 North, Range 66 West, 6th P.M. Weld County, Colorado Township 6 North, Range 66 West, 6th P.M. Weld County, Colorado), Dated: 02/19/2019	-
1826	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC ATTN: LOGAN RICHARDSON 5200 W 20TH ST GREELEY, CO 80634	Letter regarding Area of Mutual Interest Purchase Option, Dated: 11/02/2015	-
1827	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC 5200 W. 20TH STREET GREELEY, CO 80634	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Camenisch State 23N2-34HZ, Dated: 01/01/2017	-
1828	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC 5200 W. 20TH STREET GREELEY, CO 80634	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Camenisch State 23N-34HZ, Dated: 01/01/2017	-
1829	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC ATTN: LOGAN RICHARDSON P. O. BOX 328 GREELEY, CO 80632	Model Form Operating Agreement (Wellbore Specific Agreement) regarding GP-Jevans 2-19-19, Dated: 07/28/2015	-
1830	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC 5200 W. 20TH STREET GREELEY, CO 80634	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Hopper State 9N-34SLHZ Well, Dated: 10/01/2016	-
1831	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC 5200 W. 20TH STREET GREELEY, CO 80634	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Keown State 19N2-34HZ, Dated: 12/01/2016	-
1832	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC 5200 W. 20TH STREET GREELEY, CO 80634	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Keown State 19N-34HZ, Dated: 12/01/2016	-
1833	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC PO BOX 328 GREELEY, CO 80632	Model Form Operating Agreement regarding Brown 23P-321 and Brown 23P-201, Dated: 09/06/2016	-
1834	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC 5200 W. 20TH STREET GREELEY, CO 80634	Model Form Operating Agreement regarding Camenisch State 23N3-34HZ, Dated: 01/01/2017	-
1835	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC PO BOX 328 GREELEY, CO 80632	Model Form Operating Agreement regarding Clark 14J-223 and Clark 14J-303, Dated: 10/05/2016	-
1836	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC PO BOX 328 GREELEY, CO 80632	Model Form Operating Agreement regarding Horizontal Well (Alles 22L-241), Dated: 10/05/2016	-
1837	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC PO BOX 328 GREELEY, CO 80632	Model Form Operating Agreement regarding Horizontal Well (Clark 14M-343), Dated: 10/05/2016	-
1838	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC PO BOX 328 GREELEY, CO 80632	Model Form Operating Agreement regarding Horizontal Well Arellano T-10-9HN, Dated: 01/30/2015	-
1839	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC PO BOX 328 GREELEY, CO 80632	Model Form Operating Agreement regarding Horizontal Wells Drilled to the Codell and/or Niobrara Formations, Dated: 10/05/2016	-
1840	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC 5200 W. 20TH STREET GREELEY, CO 80634	Model Form Operating Agreement regarding Keown State 33N-34HZ, Dated: 12/01/2016	-
1841	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC 5200 W. 20TH STREET GREELEY, CO 80634	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Hopper State 24N-34SLHZ, Dated: 12/01/2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1842	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC 5200 W. 20TH STREET GREELEY, CO 80634	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Hopper State 4ON-34SLHZ, Dated: 12/01/2016	-
1843	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC 5200 W. 20TH STREET GREELEY, CO 80634	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated November 16, 2016	-
1844	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC 5200 W. 20TH STREET GREELEY, CO 80634	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated November 16, 2016	-
1845	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC PO BOX 328 GREELEY, CO 80632	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated September 6, 2016	-
1846	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC 5200 W. 20TH STREET GREELEY, CO 80634	Operating Agreement, Dated: 12/01/2016	-
1847	Extraction Oil & Gas, Inc.	RICHMARK ENERGY PARTNERS, LLC ATTN: ARLO RICHARDSON PO BOX 328 GREELEY, CO 80632	Purchase and Sale Agreement, Dated: 03/01/2014	-
1848	Extraction Oil & Gas, Inc.	RIVAL SERVICES LLC P.O. BOX 297 FT. MORGAN, CO 80701	Master Services Agreement, Dated: 05/11/2016	-
1849	Extraction Oil & Gas, Inc.	RIVERA CONSULTING SERVICES, LLC 220 CHERRY CT. WINDSOR, CO 80550	Master Services Agreement, Dated: 11/28/2016	-
1850	Extraction Oil & Gas, Inc.	RIVERDALE NORTH, LLC 9145 E. KENYON AVENUE, SUITE 200 DENVER, CO 80237	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Willow Bend LD 18-361HC, Dated: 10/01/2014	-
1851	Extraction Oil & Gas, Inc.	RIVERDALE NORTH, LLC 9145 E. KENYON AVENUE, SUITE 200 DENVER, CO 80237	Wellbore Specific Declaration of Pooling regarding Willow Bend LD 18-361HC Well, Dated: 11/04/2014	-
1852	Extraction Oil & Gas, Inc.	RIVERON CONSULTING, LLC ATTN: CHIEF OPERATING OFFICER 2515 MCKINNEY AVE., SUITE 1200 DALLAS, TX 75201	Professional Services Agreement and Statement of Work No. 1, Dated: 07/01/2019	-
1853	Extraction Oil & Gas, Inc.	RM REPS COMPANY DBA RM POWER SOLUTIONS PO BOX 665 WINDSOR, CO 80550	Master Services Agreement, Dated: 01/23/2018	21,670.30
1854	Extraction Oil & Gas, Inc.	RMS CRANES, LLC 1961 E 64TH AVE DENVER, CO 80229	Master Services Agreement, Dated: 09/26/2017	-
1855	Extraction Oil & Gas, Inc.	ROBERTA L SMITH ADDRESS ON FILE	Purchase and Sale Agreement, Dated: 03/01/2014	-
1856	Extraction Oil & Gas, Inc.	ROBERTSON, AUDREY ADDRESS ON FILE	Restricted Stock Units, Dated: 09/17/2019	-
1857	Extraction Oil & Gas, Inc.	ROBERTSON, TIMOTHY W. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1858	Extraction Oil & Gas, Inc.	ROBERTSON, TIMOTHY W. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1859	Extraction Oil & Gas, Inc.	ROBERTSON, TIMOTHY W. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1860	Extraction Oil & Gas, Inc.	ROCKY MOUNTAIN CRUDE OIL 2348 N. FRONTAGE ROAD, SUITE #2 BILLINGS, MT 59101	Master Services Agreement, Dated: 02/09/2020	-
1861	Extraction Oil & Gas, Inc.	ROCKY MOUNTAIN MIDSTREAM MARKETING LLC ATTN: COMMERCIAL CONTRACTS ONE WILLIAMS CENTER TULSA, OK 74172	Crude Oil Purchase Agreement - Amendment No. 1, Dated: 06/17/2019	-
1862	Extraction Oil & Gas, Inc.	ROCKY MOUNTAIN MIDSTREAM, LLC ATTN: LAUREN FISHER, MANAGER OF COMMERCIAL ONE WILLIAMS CENTER TULSA, OK 74172	Facilities Agreement (Wake Connector Project) to the Gas Gathering, Processing and Purchase Agreement, Dated: 10/11/2019	-
1863	Extraction Oil & Gas, Inc.	ROCKY MOUNTAIN MIDSTREAM, LLC ATTN: COMMERCIAL CONTRACTS ONE WILLIAMS CENTER TULSA, OK 74172	Gas Gathering, Processing and Purchase Agreement - Amendment No. 2, Dated: 06/17/2019	-

Schedule of Assumed Executory Contracts and Unexpired Leases

<u>No.</u>	<u>Debtor</u>	<u>Counterparty</u>	<u>Contract Description</u>	<u>Cure Amount</u>
1864	Extraction Oil & Gas, Inc.	ROCKY MOUNTAIN MIDSTREAM, LLC ONE WILLIAMS CENTER TULSA, OK 74172	Gas Gathering, Processing and Purchase Agreement - Amendment No. 3, Dated: 08/01/2019	-
1865	Extraction Oil & Gas, Inc.	ROCKY MOUNTAIN MIDSTREAM, LLC ATTN: COMMERCIAL CONTRACTS ONE WILLIAMS CENTER TULSA, OK 74172	Gas Gathering, Processing and Purchase Agreement, Dated: 02/08/2019	-
1866	Extraction Oil & Gas, Inc.	ROCKY MOUNTAIN MIDSTREAM, LLC ONE WILLIAMS CENTER TULSA, OK 74172	Gas Gathering, Processing and Purchase Agreements - Plant Product Take-In-Kind Right Amendment, Dated: 02/08/2019	-
1867	Extraction Oil & Gas, Inc.	ROCKY MOUNTAIN MIDSTREAM, LLC ATTN: LARRY C. LARSEN, GENERAL MANAGER ONE WILLIAMS CENTER TULSA, OK 74172	Letter Agreement - 1st Amendment regarding Acceleration of Badger CGF Connection, Fee Adder and Operation of the Broomfield Infield Pipeline, Dated: 07/11/2019	-
1868	Extraction Oil & Gas, Inc.	ROCKY MOUNTAIN OILFIELD CONSULTING LLC 108 CRESTMORE ROAD STERLING, CO 80751	Master Services Agreement, Dated: 03/23/2017	-
1869	Extraction Oil & Gas, Inc.	ROD AND TUBING SERVICES, LLC 7932 W HWY 21 BRYAN, TX 77807	Master Services Agreement, Dated: 04/18/2018	-
1870	Extraction Oil & Gas, Inc.	ROGUE PRESSURE SERVICES, LTD 118. 84TH STREET W WILLISTON, ND 58801	Master Services Agreement	-
1871	Extraction Oil & Gas, Inc.	ROLFSON OIL LLC 8361 N RAMPART RANGE ROAD SUITE B208 LITTLETON, CO 80125	Master Services Agreement, Dated: 02/27/2018	-
1872	Extraction Oil & Gas, Inc.	ROMANCE, DUSTIN J. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1873	Extraction Oil & Gas, Inc.	ROMANCE, DUSTIN J. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1874	Extraction Oil & Gas, Inc.	ROMANCE, DUSTIN J. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1875	Extraction Oil & Gas, Inc.	RONALD A. PICKERING HEIRS ADDRESS ON FILE	Declaration of Pooling and Unit Designation regarding Township 6 North, Range 66 West, 6th P.M. Section 36: S2N2 & N2S2 Containing 320 Acres, More or Less Limited to the Hiner 36C-24W, Dated: 06/17/2014	-
1876	Extraction Oil & Gas, Inc.	RONALD A. PICKERING HEIRS ADDRESS ON FILE	Model Form Operating Agreement, Dated: 05/01/2015	-
1877	Extraction Oil & Gas, Inc.	ROSARIO A. ORTIZ AND HUGO NAVA AS JOINT TENANTS ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1878	Extraction Oil & Gas, Inc.	ROSE M. CASTILLO ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1879	Extraction Oil & Gas, Inc.	ROSIE AGUILOR AND JOSE MENDOZA AS JOINT TENANTS ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1880	Extraction Oil & Gas, Inc.	ROSS, DWIGHT L. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1881	Extraction Oil & Gas, Inc.	ROSS, DWIGHT L. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1882	Extraction Oil & Gas, Inc.	ROSS, DWIGHT L. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1883	Extraction Oil & Gas, Inc.	ROUSH, KALEB ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1884	Extraction Oil & Gas, Inc.	ROUSH, KALEB ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1885	Extraction Oil & Gas, Inc.	ROUSH, KALEB ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1886	Extraction Oil & Gas, Inc.	ROUSH, KALEB ADDRESS ON FILE	Restricted Stock Units, Dated: 06/20/2017	-
1887	Extraction Oil & Gas, Inc.	RP SERVICES, LLC 3160 PERKINS DR GRAND JUNCTION, CO 81504	Master Services Agreement, Dated: 11/18/2016	-
1888	Extraction Oil & Gas, Inc.	RPEI CONSULTING LLC 7324 LINKS CT SARASOTA, FL 34243	Master Services Agreement	-
1889	XOG Services, LLC	RPS PLAN ADMINISTRATORS DBA 24HOURSFLEX ATTN: NATHAN CARLSON, PRESIDENT AND CEO 7100 E. BELLEVIEW, STE 300 GREENWOOD VILLAGE, CO 80111	Program Agreement - Administrative Service Agreement, Business Associate Contract, Account Funding Agreement and Proposal	-
1890	Extraction Oil & Gas, Inc.	RUBY DEE GUTIERREZ ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1891	Extraction Oil & Gas, Inc.	RUEBEN MONTOYA ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
1892	Extraction Oil & Gas, Inc.	RUEHLE, DAVID ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1893	Extraction Oil & Gas, Inc.	RUEHLE, DAVID ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1894	Extraction Oil & Gas, Inc.	RUEHLE, DAVID ADDRESS ON FILE	Restricted Stock Units, Dated: 09/10/2018	-
1895	Extraction Oil & Gas, Inc.	RUH, JUSTIN ADDRESS ON FILE	Restricted Stock Units, Dated: 01/31/2019	-
1896	Extraction Oil & Gas, Inc.	RUNNING R LLC 56490 COUNTY RD 27 CARR, CO 80612	Master Services Agreement	-
1897	Extraction Oil & Gas, Inc.	RUSCO OPERATING, LLC 111 CONGRESS AVE, SUITE 900 AUSTIN, TX 78701	Master Services Agreement, Dated: 08/31/2018	125,764.55
1898	Extraction Oil & Gas, Inc.	RUSSELL, CODY ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1899	Extraction Oil & Gas, Inc.	RUSSELL, CODY ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1900	Extraction Oil & Gas, Inc.	RUSSELL, CODY ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1901	Extraction Oil & Gas, Inc.	RYAN C SMITH ADDRESS ON FILE	Purchase and Sale Agreement, Dated: 03/01/2014	-
1902	Extraction Oil & Gas, Inc.	RYAN, LLC ATTN: CHAIRMAN AND CEO THREE GALLERIA TOWER 13155 NOEL ROAD, SUITE 100 DALLAS, TX 75240	Abandoned and Unclaimed Property Professional Services Agreement	6,906.25
1903	Extraction Oil & Gas, Inc.	RYAN, LLC ATTN: TONY CHAVEZ, ENGAGEMENT PRINCIPAL THREE GALLERIA TOWER 13155 NOEL ROAD, SUITE 100 DALLAS, TX 75240	Software License Agreement - Tracker PRO, Dated: 11/12/2019	-
1904	Extraction Oil & Gas, Inc.	RYNO CONSULTING LLC 2272 DOGWOOD CIR ERIE, CO 80516	Master Services Agreement, Dated: 03/29/2017	8,000.00
1905	Extraction Oil & Gas, Inc.	S & R COMPRESSION, LLC 4234 SOUTH JACKSON AVE. TULSA, OK 74107	Master Services Agreement, Dated: 07/16/2018	-
1906	XTR Midstream, LLC	S&P GLOBAL PLATTS (BUSINESS UNIT OF S&P GLOBAL INC.) ATTN: S&P GLOBAL PLATTS CUSTOMER SERVICES TWO PENN PLAZA NEW YORK, NY 10121	Master Subscription Agreement - Platts Services Attachment, Dated: 08/08/2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1907	XTR Midstream, LLC	S&P GLOBAL PLATTS (BUSINESS UNIT OF S&P GLOBAL INC.) ATTN: S&P GLOBAL PLATTS CUSTOMER SERVICES TWO PENN PLAZA NEW YORK, NY 10121	Master Subscription Agreement, Dated: 07/18/2016	-
1908	XTR Midstream, LLC	S&P GLOBAL PLATTS (BUSINESS UNIT OF S&P GLOBAL INC.) ATTN: S&P GLOBAL PLATTS CUSTOMER SERVICES TWO PENN PLAZA NEW YORK, NY 10121	Master Subscription Agreement, Dated: 08/04/2016	-
1909	Extraction Oil & Gas, Inc.	SAFETY HOLDINGS, INC. ("SAMBASAFETY") ATTN: RYAN WARD 5619 DTC PARKWAY SUITE 1110 GREENWOOD VILLAGE, CO 80111	MVR System On-Boarding with Information Services Agreement - Pricing Sheet	-
1910	Extraction Oil & Gas, Inc.	SAFETY HOLDINGS, INC. ("SAMBASAFETY") ATTN: RYAN WARD 5619 DTC PARKWAY SUITE 1110 GREENWOOD VILLAGE, CO 80111	Services Agreement - Pricing Sheet	-
1911	Extraction Oil & Gas, Inc.	SALBERG, KENNETH ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1912	Extraction Oil & Gas, Inc.	SALBERG, KENNETH ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1913	Extraction Oil & Gas, Inc.	SALBERG, KENNETH ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1914	Extraction Oil & Gas, Inc.	SALBERG, KENNETH ADDRESS ON FILE	Restricted Stock Units, Dated: 11/30/2017	-
1915	Extraction Oil & Gas, Inc.	SAMUEL GARY JR. AND ASSOCIATES, INC. D/B/A WEST SLOPE ENERGY PARTNERS, LLC ATTN: KATHERINE L. COLVIN 1515 WYNKOOP STREET, SUITE 700 DENVER, CO 80202	Letter Offer regarding Letter Agreement Dated February 13, 2014 for Developing WSEP Lands Project	-
1916	Extraction Oil & Gas, Inc.	SANCHEZ TANK TRUCKS PO BOX 200588 EVANS, CO 80620	Master Services Agreement, Dated: 04/07/2020	16,098.52
1917	7N, LLC	SANDS PARTNERS, LLC ATTN: SONIA DANIELSEN 1401 DELGANY STREET, UNIT 307 DENVER, CO 80202	Agreement of Purchase and Sale of Real Estate, Dated: 04/19/2019	-
1918	Extraction Oil & Gas, Inc.	SAPUTO, ABBY K. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1919	Extraction Oil & Gas, Inc.	SAPUTO, ABBY K. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1920	Extraction Oil & Gas, Inc.	SAPUTO, ABBY K. ADDRESS ON FILE	Restricted Stock Units, Dated: 07/31/2018	-
1921	Extraction Oil & Gas, Inc.	SATER TOOLS & SERVICES 2424 6TH AVE GREELEY, CO 80631	Master Services Agreement, Dated: 06/19/2017	44,677.18
1922	Extraction Oil & Gas, Inc.	SAVILLS INC. ATTN: RICHARD SCHUHAM 1125 17TH STREET, SUITE 2300 DENVER, CO 80202	Exclusive Right-to-Sell Listing Contract - Addendum, Dated: 07/12/2019	-
1923	Extraction Oil & Gas, Inc.	SAVILLS INC. ATTN: RICHARD SCHUHAM 1125 17TH STREET, SUITE 2300 DENVER, CO 80202	Exclusive Right-to-Sell Listing Contract, Dated: 07/01/2019	-
1924	Extraction Oil & Gas, Inc.	SAVILLS STUDLEY, INC. ATTN: JOHN HAMMETT, CORPORATE MANAGING DIRECTOR 1125 17TH STREET, SUITE 2300 DENVER, CO 80202	Project Management Services Agreement - Premises Located on Lot 4 of the South Gate Business Park, Windsor, Colorado, Dated: 10/01/2018	-
1925	Extraction Oil & Gas, Inc.	SAVILLS STUDLEY, INC. ATTN: JOHN HAMMETT, CORPORATE MANAGING DIRECTOR 1125 17TH STREET, SUITE 2300 DENVER, CO 80202	Project Management Services Agreement, Dated: 10/01/2018	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1926	Extraction Oil & Gas, Inc.	SCADA PRODUCTS DBA EAGLE AUTOMATION 1600 STOUT STREET SUITE 450 DENVER, CO 80202	Master Services Agreement, Dated: 06/23/2017	-
1927	Extraction Oil & Gas, Inc.	SCEPTER SUPPLY LLC 1912 WHITNEY RD STE B CHEYENNE, WY 82007-9631	Master Services Agreement, Dated: 10/04/2017	-
1928	Extraction Oil & Gas, Inc.	SCHLUMBERGER TECHNOLOGY CORP. ATTN: IRIANA PEDRERO 121 INDUSTRIAL BLVD. SUGAR LAND, TX 77478	Master Services Agreement, Dated: 06/10/2015	-
1929	Northwest Corridor Holdings, LLC	SCHREITER FARM, LLC ATTN: ARLENE PENNER 12177 BASELINE ROAD LAFAYETTE, CO 80026	Letter re: Buyer's Notice of Assignment of PSA Pursuant to that Certain Purchase and Sale Agreement with Escrow Instructions, Dated: 12/30/2018	-
1930	Northwest Corridor Holdings, LLC	SCHREITER FARM, LLC ATTN: ARLENE PENNER 12177 BASELINE ROAD LAFAYETTE, CO 80026	Purchase and Sale Agreement with Escrow Instructions, Dated: 08/24/2018	-
1931	Extraction Oil & Gas, Inc.	SCHWARZ, MICHAEL A. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1932	Extraction Oil & Gas, Inc.	SCHWARZ, MICHAEL A. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1933	Extraction Oil & Gas, Inc.	SCHWARZ, MICHAEL A. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1934	Extraction Oil & Gas, Inc.	SCREAMING BULL OIL TOOLS, LLC 12733 COUNTY ROAD 76 EATON, CO 80615	Master Services Agreement, Dated: 02/10/2017	-
1935	Extraction Oil & Gas, Inc.	SEAY, JUSTIN ADDRESS ON FILE	Restricted Stock Units, Dated: 02/20/2019	-
1936	Extraction Oil & Gas, Inc.	SEISMIC EXCHANHGE, INC. ATTN: ANAIKA OTNESS AND MATT ROMERO 1775 SHENNAN STREET, SUITE 2955 DENVER, CO 80203	License Agreement - 2D Volume, Dated: 02/09/2018	-
1937	Extraction Oil & Gas, Inc.	SEISMIC EXCHANHGE, INC. ATTN: EDWARD BANNAIS/DENVER 11050 CAPITAL PARK DRIVE HOUSTON, TX 77041	Master Geographical Data Use License - Supplemental Agreement, SEI Reference No.: 16-1470-2D, Dated: 10/18/2016	-
1938	Extraction Oil & Gas, Inc.	SEISMIC EXCHANHGE, INC. ATTN: MATTHEW ROMERO/DENVER 4805 WESTWAY PARK BOULEVARD HOUSTON, TX 77041	Master Geographical Data Use License - Supplemental Agreement, SEI Reference No.: 18-0165-2D, Dated: 02/09/2018	-
1939	Extraction Oil & Gas, Inc.	SEISMIC EXCHANHGE, INC. ATTN: ANNIKA OTNESS/DENVER 4805 WESTWAY PARK BOULEVARD HOUSTON, TX 77041	Master Geographical Data Use License - Supplemental Agreement, SEI Reference No.: 18-0166-2D, Dated: 02/14/2018	-
1940	Extraction Oil & Gas, Inc.	SEISMIC EXCHANHGE, INC. ATTN: ANNIKA OTNESS/DENVER 4805 WESTWAY PARK BOULEVARD HOUSTON, TX 77041	Master Geographical Data Use License - Supplemental Agreement, SEI Reference No.: 18-0174-2D, Dated: 03/01/2018	-
1941	Extraction Oil & Gas, Inc.	SEISMIC EXCHANHGE, INC. ATTN: ANNIKA OTNESS/DENVER 4805 WESTWAY PARK BOULEVARD HOUSTON, TX 77041	Master Geographical Data Use License - Supplemental Agreement, SEI Reference No.: 18-0174A-2D, Dated: 04/02/2018	-
1942	Extraction Oil & Gas, Inc.	SEISMIC EXCHANHGE, INC. ATTN: ANNIKA OTNESS/DENVER 4805 WESTWAY PARK BOULEVARD HOUSTON, TX 77041	Master Geographical Data Use License - Supplemental Agreement, SEI Reference No.: 18-1293-2D, Dated: 10/29/2018	-
1943	Extraction Oil & Gas, Inc.	SEISMIC EXCHANHGE, INC. ATTN: ANNIKA OTNESS/DENVER 4805 WESTWAY PARK BOULEVARD HOUSTON, TX 77041	Supplemental Agreement - Amendment, SEI Reference No.: 18-0174-AM1-2D, Dated: 04/02/2018	-
1944	Extraction Oil & Gas, Inc.	SELECT ENERGY SERVICES LLC P.O. BOX 1715 GAINESVILLE, TX 76241	Master Services Agreement, Dated: 05/01/2017	-
1945	Extraction Oil & Gas, Inc.	SERAFIN CASTRO ADDRESS ON FILE	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1946	Extraction Oil & Gas, Inc.	SERVTECH, INC. 333 CENTENNIAL PARKWAY SUITE A LOUISVILLE, CO 80027	Master Services Agreement	-
1947	Extraction Oil & Gas, Inc.	SESSIONS GROUP, LLC ATTN: STEVEN SESSIONS, CEO 936 EAST 18TH AVENUE DENVER, CO 80218	Management Agreement - Real Property and Office Building Located at 650 Southgate Dr., Windsor, CO 80210, Dated: 03/09/2020	-
1948	Extraction Oil & Gas, Inc.	SESSIONS GROUP, LLC ATTN: STEVEN SESSIONS, CEO 936 EAST 18TH AVENUE DENVER, CO 80218	Management Agreement, Dated: 03/09/2020	-
1949	Extraction Oil & Gas, Inc.	SETH FOREMAN 10708 E. CRESTRIDGE CR. ENGLEWOOD, CO 80111-3810	Separation Agreement and General Release, Dated: 10/31/2016	-
1950	Extraction Oil & Gas, Inc.	SHARP ENERGY RESOURCES 730 17TH STREET, SUITE 610 DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement dated 10/29/2014	-
1951	XOG Services, LLC	SHERWOOD GRAND VENTURES, INC. D/B/A MOSAIC EMPLOYER SOLUTIONS ATTN: VICE PRESIDENT OF OPERATIONS MOSAIC EMPLOYER SOLUTIONS, CORPORATE OFFICE 5300 DTC PARKWAY, SUITE 460 GREENWOOD VILLAGE, CO 80111	Service Agreement - Payroll and Payroll-Related Data Processing Services	-
1952	Extraction Oil & Gas, Inc.	SHETTRON, AMBER D. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1953	Extraction Oil & Gas, Inc.	SHETTRON, AMBER D. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1954	Extraction Oil & Gas, Inc.	SHETTRON, AMBER D. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1955	Extraction Oil & Gas, Inc.	SIERRA HAMILTON LLC 3101 SOUTH LAKESIDE DR OKLAHOMA CITY, OK 73179	Master Services Agreement, Dated: 02/27/2017	-
1956	Extraction Oil & Gas, Inc.	SILVA, JESSE M. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1957	Extraction Oil & Gas, Inc.	SILVA, JESSE M. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1958	Extraction Oil & Gas, Inc.	SILVA, JESSE M. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1959	Extraction Oil & Gas, Inc.	SILVA, JESSE M. ADDRESS ON FILE	Retention Agreement, Dated: 06/09/2020	-
1960	Extraction Oil & Gas, Inc.	SILVERLINE SERVICES LLC 1287 DIAMOND VALLEY DRIVE COLORADO WINDSOR, CO 80550	Master Services Agreement, Dated: 09/29/2016	10,326.63
1961	Extraction Oil & Gas, Inc.	SIMPLIFILE LC ATTN: PAUL CLIFFORD, PRESIDENT 4844 NORTH 300 WEST, SUITE 202 PROVO, UT 84604	Submitter License Agreement, Dated: 06/02/2014	-
1962	Extraction Oil & Gas, Inc.	SKALAK, JAMI ADDRESS ON FILE	Restricted Stock Units, Dated: 04/15/2019	-
1963	Extraction Oil & Gas, Inc.	SKY VACUUM SERVICES DBA SKY SAFETY CONSULTING SERVICES 43 HAL SUTTON DRIVE HAUGHTON, IA 71037	Master Services Agreement, Dated: 03/02/2017	-
1964	Extraction Oil & Gas, Inc.	SLAUGHT, PAIGE ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1965	Extraction Oil & Gas, Inc.	SLAUGHT, PAIGE ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1966	Extraction Oil & Gas, Inc.	SLAUGHT, PAIGE ADDRESS ON FILE	Restricted Stock Units, Dated: 04/23/2018	-
1967	Extraction Oil & Gas, Inc.	SLIPSTREAM ENVIRONMENTAL SERVICES LLC. 2536 RIMROCK AVE., SUITE 400, BOX 288 GRAND JUNCTION, CO 81505	Master Services Agreement	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1968	Extraction Oil & Gas, Inc.	SMITH ENERGY CORPORATION ATTN: GLENN S SMITH, PRESIDENT 12706 SHILOH RD GREELEY, CO 80631	Assignment, Bill of Sale and Conveyance - Exhibit B, Dated: 03/01/2014	-
1969	Extraction Oil & Gas, Inc.	SMITH ENERGY CORPORATION ATTN: GLENN S SMITH, PRESIDENT 12706 SHILOH RD GREELEY, CO 80631	Purchase and Sale Agreement, Dated: 03/01/2014	-
1970	Extraction Oil & Gas, Inc.	SMITH, KEVIN ADDRESS ON FILE	Restricted Stock Units, Dated: 06/10/2019	-
1971	Extraction Oil & Gas, Inc.	SMITH, STEVEN K. ADDRESS ON FILE	Confidential Separation and General Release Agreement, Dated: 10/01/2018	-
1972	Extraction Oil & Gas, Inc.	SOBESKY, SCOTT D. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1973	Extraction Oil & Gas, Inc.	SOBESKY, SCOTT D. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1974	Extraction Oil & Gas, Inc.	SOBESKY, SCOTT D. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1975	Extraction Oil & Gas, Inc.	SONNIER, JEREMY ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1976	Extraction Oil & Gas, Inc.	SONNIER, JEREMY ADDRESS ON FILE	Restricted Stock Units, Dated: 02/05/2018	-
1977	Extraction Oil & Gas, Inc.	SONNIER, JEREMY ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1978	Extraction Oil & Gas, Inc.	SOTELO, ERIC ADDRESS ON FILE	Restricted Stock Units, Dated: 09/16/2019	-
1979	Extraction Oil & Gas, Inc.	SOUND & CELLULAR, INC. 824 W. YELLOWSTONE HWY CASPER, WY 82601	Master Services Agreement	-
1980	Extraction Oil & Gas, Inc.	SOUTHERN PETROLEUM LABORATORIES, INC. 101 IBEX LANE BROUSSARD, LA 70518	Master Services Agreement, Dated: 06/17/2016	-
1981	Extraction Oil & Gas, Inc.	SPECIALIZED AUTOMATION SERVICES, LLC. 3165 PIPE COURT GRAND JUNCTION, CO 81504	Master Services Agreement, Dated: 06/29/2019	-
1982	Extraction Oil & Gas, Inc.	SPERL, ANDREW J. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
1983	Extraction Oil & Gas, Inc.	SPERL, ANDREW J. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
1984	Extraction Oil & Gas, Inc.	SPERL, ANDREW J. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
1985	Extraction Oil & Gas, Inc.	SPL INC DBA BANDED IRON 101 IBEX LANE BROUSSARD, LA 70518	Master Services Agreement, Dated: 08/20/2018	-
1986	Extraction Oil & Gas, Inc.	SPLIT MOUNTAIN PIPE AND SUPPLY, INC. 3320 CENTER DRIVE SUITE A MILLIKEN, CO 80543	Master Services Agreement, Dated: 03/06/2019	1,777.00
1987	Extraction Oil & Gas, Inc.	SPN WELL SERVICES PO BOX 1299 GAINESVILLE, TX 76241-1299	Master Services Agreement	273,212.80
1988	Extraction Oil & Gas, Inc.	SPOT TRACKER, LLC 16 OFFICE PARK DRIVE, SUITE 5 HATTIESBURG, MS 39402	Master Services Agreement, Dated: 01/09/2019	-
1989	Extraction Oil & Gas, Inc.	SRC ENERGY, INC. ATTN: CATHLEEN OSBORN, ESQ. 1675 BROADWAY, STE. 2600 DENVER, CO 80202	Third Party Professional Agreement, Dated: 05/30/2019	-
1990	Extraction Oil & Gas, Inc.	STABIL DRILL SPECIALTIES, LLC 110 CONSOLIDATED DR. LAFAYETTE, LA 70508	Master Services Agreement	-
1991	Extraction Oil & Gas, Inc.	STAGE COMPLETIONS (USA) CORPORATION 90 MADISON STREET SUITE 502 DENVER, CO 80206	Master Services Agreement, Dated: 07/10/2019	17,472.42

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
1992	Extraction Oil & Gas, Inc.	STANDARD PARKING CORPORATION 3 GREENWAY PLAZA SUITE B220 HOUSTON, TX 77046	Monthly Parker Agreement	356.26
1993	Extraction Oil & Gas, Inc.	STANDARD PARKING CORPORATION 3 GREENWAY PLAZA SUITE B220 HOUSTON, TX 77046	Monthly Parker Agreement - Temporary Parking	-
1994	Extraction Oil & Gas, Inc.	STARR INDEMNITY & LIABILITY CO 1225 17TH STREET SUITE 1875 DENVER, CO 80202	Insurance Policy No. 1000057055191 - Excess Director & Officer	-
1995	Extraction Oil & Gas, Inc.	STATE OF COLORADO - DIVISION OF PARKS AND WILDLIFE 1313 SHERMAN ST. DENVER, CO 80203	Surety Agreement - Performance Bond regarding Temporary Access Easement, Bond No. K09506317	-
1996	8 North, LLC	STATE OF COLORADO OIL AND GAS CONSERVATION COMMISSION 1120 LINCOLN STREET, SUITE 8014 DENVER, CO 80203	Surety Agreement - Increase Penalty Rider to Bond, Bond No. K09242417, Dated: 09/04/2019	147.68
1997	Extraction Oil & Gas, Inc.	STATE OF COLORADO OIL AND GAS CONSERVATION COMMISSION 1120 LINCOLN STREET, SUITE 8014 DENVER, CO 80203	Surety Agreement - Rider to Bond regarding Penal Sum Increase, Bond No. K08628683	-
1998	Extraction Oil & Gas, Inc.	STATE OF COLORADO OIL AND GAS CONSERVATION COMMISSION 1120 LINCOLN STREET, SUITE 8014 DENVER, CO 80203	Surety Agreement - Rider to Bond regarding Penal Sum Increase, Bond No. K08628695	-
1999	Extraction Oil & Gas, Inc.	STATE OF COLORADO OIL AND GAS CONSERVATION COMMISSION 1120 LINCOLN STREET, SUITE 8014 DENVER, CO 80203	Surety Agreement - Rider to Bond regarding Penal Sum Increase, Bond No. K09242399	-
2000	8 North, LLC	STATE OF COLORADO OIL AND GAS CONSERVATION COMMISSION 1120 LINCOLN STREET, SUITE 8014 DENVER, CO 80203	Surety Agreement - Rider to Bond regarding Penal Sum Increase, Bond No. K09242417	-
2001	8 North, LLC	STATE OF COLORADO STATE BOARD OF LAND COMMISSIONERS 1127 SHERMAN ST. DENVER, CO 80203	Surety Agreement - Bond Rider regarding Change of Penal Sum, Bond No. K09242818	-
2002	8 North, LLC	STATE OF WYOMING, OIL AND GAS CONSERVATION COMMISSION 2211 KING BLVD CASPER, WY 82604	Surety Agreement - Rider to Bond regarding Penal Sum Increase, Bond No. K09242429	-
2003	Extraction Oil & Gas, Inc.	STEERMAN, KATHLEEN L. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2004	Extraction Oil & Gas, Inc.	STEERMAN, KATHLEEN L. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
2005	Extraction Oil & Gas, Inc.	STEERMAN, KATHLEEN L. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2006	Extraction Oil & Gas, Inc.	STEINKE, IVAN D. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2007	Extraction Oil & Gas, Inc.	STEINKE, IVAN D. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
2008	Extraction Oil & Gas, Inc.	STEINKE, IVAN D. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2009	Extraction Oil & Gas, Inc.	STEPHENSON, JAMES ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2010	Extraction Oil & Gas, Inc.	STEPHENSON, JAMES ADDRESS ON FILE	Restricted Stock Units, Dated: 01/22/2018	-
2011	Extraction Oil & Gas, Inc.	STEPHENSON, JAMES ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
2012	Extraction Oil & Gas, Inc.	STEPHENSON, JAMES ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
2013	Extraction Oil & Gas, Inc.	STEPTOE & JOHNSON PLLC ATTN: DANIEL NOSSA, MEMBER 10001 WOODLOCH FOREST DRIVE, SUITE 300 THE WOODLANDS, TX 77380	Third Party Professional Agreement Letter - Representation of Commodities and Derivative Matters, Dated: 03/21/2017	-
2014	Extraction Oil & Gas, Inc.	STERLING CRANE LLC 9351 GRANT STREET, SUITE #250 THORNTON, CO 80229	Master Services Agreement, Dated: 07/14/2017	-
2015	Extraction Oil & Gas, Inc.	STEVE R. SCHULTZ AND CHRIS A. SCHULTZ, JT ADDRESS ON FILE	Wellbore Specific Declaration of Pooling, Dated: 06/23/2014	-
2016	Extraction Oil & Gas, Inc.	STEVEN R. SCHULTZ ADDRESS ON FILE	Model Form Operating Agreement regarding Horizontal Well (Thornton 15E-432), Dated: 06/01/2014	-
2017	Extraction Oil & Gas, Inc.	STICK MAN INC PO BOX 1400 VERNAL, UT 84078	Master Services Agreement, Dated: 10/21/2019	25,200.00
2018	Extraction Oil & Gas, Inc.	STIVER, KAMRIN J. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2019	Extraction Oil & Gas, Inc.	STIVER, KAMRIN J. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
2020	Extraction Oil & Gas, Inc.	STIVER, KAMRIN J. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2021	Extraction Oil & Gas, Inc.	STOKER, BROCK A. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2022	Extraction Oil & Gas, Inc.	STOKER, BROCK A. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
2023	Extraction Oil & Gas, Inc.	STOKER, BROCK A. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2024	Extraction Oil & Gas, Inc.	STRATUS BUFFALO HIGHLANDS, LLC ATTN: RICHARD DEAN 1842 MONTANE DRIVE E. GOLDEN, CO 80401	Letter Agreement regarding Pard Lease SW/4 Section 21, Township 2 South, Range 66 West, Adams County, Colorado, Dated: 04/13/2018	-
2025	Extraction Oil & Gas, Inc.	SUCCESS DYNAMICS, LLC ATTN: BARBARA SOMMERMEYER 7425 VARDON WAY FORT COLLINS, CO 80528	Acknowledgement of Commission Agreement, Dated: 11/03/2016	-
2026	Extraction Oil & Gas, Inc.	SUCCESS DYNAMICS, LLC ATTN: BARBARA SOMMERMEYER 7425 VARDON WAY FORT COLLINS, CO 80529	Commission Agreement, Dated: 03/01/2015	-
2027	Extraction Oil & Gas, Inc.	SUMMIT ENGINEERING SERVICES, INC. 400 INVERNESS PKWY SUITE 200 ENGLEWOOD, CO 80112	Master Services Agreement, Dated: 10/04/2017	-
2028	Extraction Oil & Gas, Inc.	SUMMIT SLICKLINE DBA SUMMIT OILFIELD SERVICES INC PO BOX 279 LASALLE, CO 80645	Master Services Agreement, Dated: 05/23/2016	11,130.00
2029	Extraction Oil & Gas, Inc.	SUNDANCE ENERGY, INC. ATTN: ERIC MCCRADY 633 17TH STREET, SUITE 1950 DENVER, CO 80202	Escrow Agreement, Dated: 05/23/2014	-
2030	Extraction Oil & Gas, Inc.	SUNDANCE ENERGY, INC. 633 17TH STREET, SUITE 1950 DENVER, CO 80202	Letter regarding Letter-In-Lieu of Transfer Order Weld, County CO; Larimer County, WY, Dated: 07/18/2014	-
2031	Extraction Oil & Gas, Inc.	SUNDANCE ENERGY, INC. ATTN: ERIC MCCRADY 633 17TH STREET, SUITE 1950 DENVER, CO 80202	Purchase and Sale Agreement, Dated: 05/23/2014	-
2032	Extraction Oil & Gas, Inc.	SUNSHINE VALLEY CORPORATION PO BOX 51208 CASPER, WY 82605	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
2033	Extraction Oil & Gas, Inc.	SUNSHINE VALLEY CORPORATION P.O. BOX 51208 CASPER, WY 82605	Model Form Operating Agreement, Dated: 05/01/2015	-
2034	Extraction Oil & Gas, Inc.	SUNSTATE EQUIPMENT CO. 5552 E WASHINGTON STREET PHOENIX, AZ 85034	Master Services Agreement, Dated: 04/24/2018	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
2035	Extraction Oil & Gas, Inc.	SUPERIOR OILFIELD SERVICES LTD. DBA LASER OILFIELD SERVICES 2986 W 29TH STREET #12-13 GREELEY, CO 80631	Master Services Agreement, Dated: 07/14/2017	-
2036	Extraction Oil & Gas, Inc.	SURE SHOT DRILLING, LLC 5355 DAHLIA ST. COMMERCE CITY, CO 80022	Master Services Agreement, Dated: 01/13/2017	-
2037	Extraction Oil & Gas, Inc.	SUREFIRE WIRELINE WEST, LLC 233 NORTH PARK DRIVE KITTTANNING, PA 58801	Master Services Agreement, Dated: 08/05/2019	4,405.00
2038	Extraction Oil & Gas, Inc.	SWABBCO PO BOX 745 WINDSOR, CO 80550	Master Services Agreement, Dated: 05/24/2016	18,332.00
2039	Extraction Oil & Gas, Inc.	SWAN ENERGY, INC. ATTN: JOHN HERRING 1235 NORTH LOOP W SUITE 500 HOUSTON, TX 77008	Letter Agreement regarding Fairview Leases Weld County, Colorado, Dated: 01/01/2016	-
2040	Extraction Oil & Gas, Inc.	SWAN EXPLORATION, LLC ATTN: JOHN HERRING 1235 NORTH LOOP W SUITE 500 HOUSTON, TX 77008	Letter Agreement regarding Fairview Leases Weld County, Colorado, Dated: 01/01/2016	-
2041	Extraction Oil & Gas, Inc.	SWAN EXPLORATION, LLC 1235 NORTH LOOP W SUITE 500 HOUSTON, TX 77008	Model Form Operating Agreement regarding Keown State 33N-34HZ, Dated: 12/01/2016	-
2042	Extraction Oil & Gas, Inc.	SYNDEO LLC DBA BROADVOICE 1188 BISHOP ST STE 2212 HONOLULU, HI 96813	Master Service Agreement	-
2043	Extraction Oil & Gas, Inc.	SYNERGY RESOURCES CORPORATION ATTN: RON MORGENSTERN 20203 HIGHWAY 60 PLATTEVILLE, CO 80651	Assignment, Conveyance and Bill of Sale, Dated: 05/01/2014	-
2044	Extraction Oil & Gas, Inc.	SYNERGY RESOURCES CORPORATION 20203 HIGHWAY 60 PLATTEVILLE, CO 80651	Declaration of Pooling and Unit Designation regarding Troutd Well 7, Dated: 04/28/2015	-
2045	Extraction Oil & Gas, Inc.	SYNERGY RESOURCES CORPORATION 20203 HIGHWAY 60 PLATTEVILLE, CO 80651	Declaration of Pooling and Unit Designation regarding Troutd Wells 3-6, Dated: 04/28/2015	-
2046	Extraction Oil & Gas, Inc.	SYNERGY RESOURCES CORPORATION 20203 HIGHWAY 60 PLATTEVILLE, CO 80651	Declaration of Pooling and Unit Designation, Dated: 04/28/2015	-
2047	Extraction Oil & Gas, Inc.	SYNERGY RESOURCES CORPORATION ATTN: WILLIAM E. SCAFF JR. 1625 BROADWAY, SUITE 300 DENVER, CO 80202	Exchange Agreement II regarding Oil & Gas Leases and Wells, Dated: 06/01/2015	-
2048	Extraction Oil & Gas, Inc.	SYNERGY RESOURCES CORPORATION ATTN: MATTHEW MILLER, VICE PRESIDENT, LAND 1625 BROADWAY, SUITE 300 DENVER, CO 80202	Exchange Agreement regarding Drilling and Operating of Wells for Development of Oil and Gas Assets, Dated: 06/01/2016	-
2049	Extraction Oil & Gas, Inc.	SYNERGY RESOURCES CORPORATION ATTN: WILLIAM E. SCAFF JR. 20203 HIGHWAY 60 PLATTEVILLE, CO 80651	Exchange Agreement, Dated: 08/01/2014	-
2050	Extraction Oil & Gas, Inc.	SYNERGY RESOURCES CORPORATION ATTN: WILLIAM E. SCAFF JR. 1625 BROADWAY, SUITE 300 DENVER, CO 80202	First Supplement to Exchange Agreement II, Dated: 06/01/2015	-
2051	Extraction Oil & Gas, Inc.	SYNERGY RESOURCES CORPORATION 1625 BROADWAY, STE. 300 DENVER, CO 80202	Model Form Operating Agreement regarding Clark 14J-223 and Clark 14J-303, Dated: 10/05/2016	-
2052	Extraction Oil & Gas, Inc.	SYNERGY RESOURCES CORPORATION 20203 HIGHWAY 60 PLATTEVILLE, CO 80651	Model Form Operating Agreement regarding GW. JOAs Diamond Valley East #'s 3, 5, 6, 8, 9, Dated: 08/01/2014	-
2053	Extraction Oil & Gas, Inc.	SYNERGY RESOURCES CORPORATION 20203 COLORADO 60 PLATTEVILLE, CO 80651	Model Form Operating Agreement regarding Horizontal Well (Thornton 18L-401), Dated: 09/01/2014	-
2054	Extraction Oil & Gas, Inc.	SYNERGY RESOURCES CORPORATION 1625 BROADWAY, STE. 300 DENVER, CO 80202	Model Form Operating Agreement regarding Horizontal Wells Drilled to the Codell and/or Niobrara Formations, Dated: 10/05/2016	-
2055	Extraction Oil & Gas, Inc.	SYNERGY RESOURCES CORPORATION 1625 BROADWAY, SUITE 300 DENVER, CO 80202	Model Form Operating Agreement regarding Orr 36N-32B-M and Orr 36C-32-M Wells, Dated: 11/01/2016	-
2056	Extraction Oil & Gas, Inc.	SYNERGY RESOURCES CORPORATION ATTN: WILLIAM E. SCAFF JR. 20203 HIGHWAY 60 PLATTEVILLE, CO 80651	Model Form Recording Supplement to Operating Agreement and Financing Statement dated 10/29/2014	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
2057	Extraction Oil & Gas, Inc.	SYNERGY RESOURCES CORPORATION ATTN: WILLIAM E. SCAFF JR. 20203 HIGHWAY 60 PLATTEVILLE, CO 80651	Second Amendment to Exchange Agreement, Dated: 05/01/2014	-
2058	Extraction Oil & Gas, Inc.	SYNERGY RESOURCES CORPORATION 20203 HIGHWAY 60 PLATTEVILLE, CO 80651	Second Amendment to Option Purchase and Sale Agreement Dated August 26, 2016	-
2059	Extraction Oil & Gas, Inc.	SYNERGY RESOURCES CORPORATION 20203 HIGHWAY 60 PLATTEVILLE, CO 80651	Wellbore Specific Declaration of Pooling regarding Thornton 18L-401, Dated: 09/22/2014	-
2060	Extraction Oil & Gas, Inc.	T.R. ROBEL SERVICES, INC 4415 INDUSTRIAL PKWY EVANS, CO 80620	Master Services Agreement, Dated: 10/12/2016	-
2061	Extraction Oil & Gas, Inc.	TAKU RESOURCES PO BOX 3190 CENTENNIAL, CO 80161	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-SOSA 2A-7H-E168, Dated: 10/03/2016	-
2062	Extraction Oil & Gas, Inc.	TAKU RESOURCES PO BOX 3190 CENTENNIAL, CO 80161	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Sosa 2E7H-E168, Dated: 10/03/2016	-
2063	Extraction Oil & Gas, Inc.	TAKU RESOURCES PO BOX 3190 CENTENNIAL, CO 80161	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Sosa 2F-7H-E168, Dated: 11/08/2016	-
2064	Extraction Oil & Gas, Inc.	TAKU RESOURCES PO BOX 3190 CENTENNIAL, CO 80161	Model Form Operating Agreement regarding Limited to the Woolley-Sosa 2C-7H- E168 Wellbore, Dated: 10/03/2016	-
2065	Extraction Oil & Gas, Inc.	TAKU RESOURCES PO BOX 3190 CENTENNIAL, CO 80161	Model Form Operating Agreement regarding WOOLLEY-SOSA 2D7H-E168, Dated: 10/03/2016	-
2066	Extraction Oil & Gas, Inc.	TALAMANTES, JHOVAN R. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2067	Extraction Oil & Gas, Inc.	TALAMANTES, JHOVAN R. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
2068	Extraction Oil & Gas, Inc.	TALAMANTES, JHOVAN R. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2069	Extraction Oil & Gas, Inc.	TAM INTERNATIONAL, INC. 4620 SOUTHERLAND ROAD HOUSTON, TX 77092	Master Services Agreement, Dated: 05/14/2019	-
2070	Extraction Oil & Gas, Inc.	TARTAN COMPLETIONS SYSTEM P.O. BOX 1710 CASPER, WY 82602	Master Services Agreement, Dated: 03/15/2017	-
2071	Extraction Oil & Gas, Inc.	TASMAN GEOSCIENCES INC 6855 WEST 119TH AVENUE BROOMFIELD, CO 80020	Master Services Agreement, Dated: 07/18/2016	2,048.05
2072	Extraction Oil & Gas, Inc.	TCB ENERGY SERVICES LLC 19577 FM 2854 RD MONTGOMERY, TX 77316	Master Services Agreement, Dated: 07/08/2019	3,889.60
2073	Extraction Oil & Gas, Inc.	TCCG RESOURCES LLC 874 S MCKINLEY AVE FORT LUPTON, CO 80621	Assignment, Bill of Sale and Conveyance - Exhibit B, Dated: 03/01/2014	-
2074	Extraction Oil & Gas, Inc.	TCCG RESOURCES LLC 874 S MCKINLEY AVE FORT LUPTON, CO 80621	Purchase and Sale Agreement, Dated: 03/01/2014	-
2075	Extraction Oil & Gas, Inc.	TEKTON ENERGY, LLC ATTN: SCOTT B. BAILY 200 PLAZA DRIVE, SUITE 100 HIGHLANDS RANCH, CO 80129	Cover Letter to the Operating Agreement regarding Rancho Water Valley 11 No. 7-6-33- 270-6-CH Well, Dated: 12/23/2013	-
2076	Extraction Oil & Gas, Inc.	TEKTON ENERGY, LLC ATTN: SCOTT B. BAILY 200 PLAZA DRIVE, SUITE 100 HIGHLANDS RANCH, CO 80129	Cover Letter to the Operating Agreement regarding Rancho Water Valley 11 No. 7-7-33- 270-6-CH Well, Dated: 12/23/2013	-
2077	Extraction Oil & Gas, Inc.	TEKTON ENERGY, LLC ATTN: JERRY K. SOMMER 640 PLAZA DRIVE, SUITE 290 HIGHLANDS RANCH, CO 80129	Model Form Operating Agreement regarding Rancho Water Valley 11 No 7-7-33-270-6-CH Well, Dated: 03/01/2013	-
2078	Extraction Oil & Gas, Inc.	TEKTON ENERGY, LLC ATTN: JERRY K. SOMMER 640 PLAZA DRIVE, SUITE 290 HIGHLANDS RANCH, CO 80129	Model Form Operating Agreement regarding Rancho Water Valley 13 No 7-6-33-270-6-CH Well, Dated: 03/01/2013	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
2079	Extraction Oil & Gas, Inc.	TEKTON ENERGY, LLC 200 PLAZA DRIVE, SUITE 100 HIGHLANDS RANCH, CO 80129	Model Form Operating Agreement regarding Rubyanna 13C-32W, Dated: 02/14/2014	-
2080	Extraction Oil & Gas, Inc.	TEKTON ENERGY, LLC 200 PLAZA DRIVE, SUITE 100 HIGHLANDS RANCH, CO 80202	Model Form Operating Agreement, Dated: 12/30/2013	-
2081	Extraction Oil & Gas, Inc.	TEKTON ENERGY, LLC 200 PLAZA DRIVE, SUITE 100 HIGHLANDS RANCH, CO 80129	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated February 1, 2014	-
2082	Extraction Oil & Gas, Inc.	TEKTON ENERGY, LLC 200 PLAZA DRIVE, SUITE 100 HIGHLANDS RANCH, CO 80129	Model Form Recording Supplement to Operating Agreement and Financing Statement, Dated: 02/01/2014	-
2083	Extraction Oil & Gas, Inc.	TEKTON ENERGY, LLC 200 PLAZA DRIVE, SUITE 100 HIGHLANDS RANCH, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement, Dated: 12/30/2013	-
2084	Extraction Oil & Gas, Inc.	TEKTON WINDSOR LLC ATTN: JERRY SOMMER 200 PLAZA DRIVE, SUITE 100 HIGHLANDS RANCH, CO 80129	Purchase and Sale Agreement, Dated: 01/01/2014	-
2085	Extraction Oil & Gas, Inc.	TEKTON WINDSOR, LLC ATTN: EARL NORRIS 640 PLAZA DRIVE, STE. 290 HIGHLAND RANCH, CO 80129	Cover Letters regarding Kodak North FD 17-019HN JOA, Dated: 07/09/2014	-
2086	Extraction Oil & Gas, Inc.	TEKTON WINDSOR, LLC 640 PLAZA DRIVE, SUITE 290 HIGHLANDS RANCH, CO 80129	Declaration of Pooling and Unit Designation, Dated: 07/01/2014	-
2087	Extraction Oil & Gas, Inc.	TEKTON WINDSOR, LLC 640 PLAZA DRIVE, SUITE 290 HIGHLANDS RANCH, CO 80129	Declaration of Pooling, Dated: 10/01/2013	-
2088	Extraction Oil & Gas, Inc.	TEKTON WINDSOR, LLC 640 PLAZA DRIVE, SUITE 290 HIGHLANDS RANCH, CO 80129	Declaration of Pooling, Dated: 10/01/2013	-
2089	Extraction Oil & Gas, Inc.	TEKTON WINDSOR, LLC ATTN: SCOTT B. BAILEY 200 PLAZA DRIVE, SUITE 100 HIGHLANDS RANCH, CO 80129	Letter Agreement regarding Consent to Change Well Operator, Dated: 04/22/2014	-
2090	Extraction Oil & Gas, Inc.	TEKTON WINDSOR, LLC ATTN: SCOTT B. BAILEY 200 PLAZA DRIVE, SUITE 100 HIGHLANDS RANCH, CO 80129	Letter Agreement regarding Consent to Change Well Operator, Dated: 04/22/2014	-
2091	Extraction Oil & Gas, Inc.	TEKTON WINDSOR, LLC ATTN: SCOTT B. BAILEY 200 PLAZA DRIVE, SUITE 100 HIGHLANDS RANCH, CO 80129	Letter Agreement regarding Consent to Change Well Operator, Dated: 04/22/2014	-
2092	Extraction Oil & Gas, Inc.	TEKTON WINDSOR, LLC ATTN: SCOTT B. BAILEY 200 PLAZA DRIVE, SUITE 100 HIGHLANDS RANCH, CO 80129	Letter Agreement regarding Consent to Change Well Operator, Dated: 04/22/2014	-
2093	Extraction Oil & Gas, Inc.	TEKTON WINDSOR, LLC ATTN: SCOTT B. BAILEY 200 PLAZA DRIVE, SUITE 100 HIGHLANDS RANCH, CO 80129	Letter Agreement regarding Consent to Change Well Operator, Dated: 04/24/2014	-
2094	Extraction Oil & Gas, Inc.	TEKTON WINDSOR, LLC ATTN: SCOTT B. BAILEY 200 PLAZA DRIVE, SUITE 100 HIGHLANDS RANCH, CO 80129	Letter Agreement regarding Consent to Change Well Operator, Dated: 04/24/2014	-
2095	Extraction Oil & Gas, Inc.	TEKTON WINDSOR, LLC 640 PLAZA DR., STE. 290 HIGHLANDS RANCH, CO 80129	Letter regarding Recording Supplement, Dated: 02/01/2013	-
2096	Extraction Oil & Gas, Inc.	TEKTON WINDSOR, LLC ATTN: EARL NORRIS 640 PLAZA DRIVE, STE. 290 HIGHLANDS RANCH, CO 80129	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Kodak North FD 27-019HN, JOA.0017 5912, Dated: 05/01/2014	-
2097	Extraction Oil & Gas, Inc.	TEKTON WINDSOR, LLC 640 PLAZA DRIVE, SUITE 290 HIGHLANDS RANCH, CO 80129	Model Form Operating Agreement regarding Dalton 24Q-441 Horizontal Well, Dated: 02/01/2013	-
2098	Extraction Oil & Gas, Inc.	TEKTON WINDSOR, LLC 640 PLAZA DR., STE. 290 HIGHLANDS RANCH, CO 80129	Model Form Operating Agreement regarding Danielson 15G-412, Dated: 02/01/2013	-
2099	Extraction Oil & Gas, Inc.	TEKTON WINDSOR, LLC 640 PLAZA DRIVE, SUITE 290 HIGHLANDS RANCH, CO 80129	Model Form Operating Agreement regarding Horizontal Well (Dalton 24Q-241), Dated: 02/01/2013	-
2100	Extraction Oil & Gas, Inc.	TEKTON WINDSOR, LLC 640 PLAZA DRIVE, SUITE 290 HIGHLANDS RANCH, CO 80129	Model Form Operating Agreement regarding Horizontal Well (Dalton 24Q-241), Dated: 03/01/2013	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
2101	Extraction Oil & Gas, Inc.	TEKTON WINDSOR, LLC 200 PLAZA DRIVE, SUITE 100 HIGHLANDS RANCH, CO 80129	Model Form Operating Agreement regarding Horizontal Well (Thornton 15E-432), Dated: 06/01/2014	-
2102	Extraction Oil & Gas, Inc.	TEKTON WINDSOR, LLC ATTN: SCOTT BAILY 200 PLAZA DRIVE, SUITE 100 HIGHLANDS RANCH, CO 80129	Model Form Operating Agreement regarding MSH 34-15 Well, Dated: 07/01/2014	-
2103	Extraction Oil & Gas, Inc.	TEKTON WINDSOR, LLC 640 PLAZA DR., STE. 290 HIGHLANDS RANCH, CO 80129	Model Form Recording Supplement to Operating Agreement and Financing Statement Dated September 1, 2013	-
2104	Extraction Oil & Gas, Inc.	TEKTON WINDSOR, LLC 640 PLAZA DRIVE, SUITE 290 HIGHLANDS RANCH, CO 80129	Model Form Recording Supplement to Operating Agreement and Financing Statement, Dated: 03/01/2013	-
2105	Extraction Oil & Gas, Inc.	TEKTON WINDSOR, LLC 640 PLAZA DRIVE, SUITE 290 HIGHLANDS RANCH, CO 80129	Wellbore Specific Declaration of Pooling, Dated: 06/23/2014	-
2106	Extraction Oil & Gas, Inc.	TENAX ENERGY SOLUTIONS 10303 N. 2210 RD CLINTON, OK 73601	Master Services Agreement, Dated: 02/27/2020	-
2107	Extraction Oil & Gas, Inc.	TENEX TECHNOLOGIES, LLC 18 STATION AVE BERWYN, PA 19312	Master Services Agreement, Dated: 11/15/2019	-
2108	Extraction Oil & Gas, Inc.	TERCEL OILFIELD PRODUCTS USA, LLC DBA RUBICON OILFIELD INTERNATIONAL 11610 CUTTEN ROAD HOUSTON, TX 77066	Master Services Agreement, Dated: 12/18/2018	-
2109	Extraction Oil & Gas, Inc.	TERRACON CONSULTANTS, INC. 10841 S. RIDGEVIEW ROAD OLATHE, KS 66061	Master Services Agreement, Dated: 03/08/2017	2,452.50
2110	Extraction Oil & Gas, Inc.	TESTAMENTARY TRUSTS UNDER LAST WILL & TESTAMENT OF BESSIE LUCILLE HUTCHESON AND JERRY HAGER TRUSTEE 913 SAILORS REEF FORT COLLINS, CO 80521	Model Form Operating Agreement regarding Horizontal Well - Tracy 14P-432, Dated: 11/01/2015	-
2111	7N, LLC	TEXAS INVESTMENTS, LLC C/O JIM D. HUMPHREY P.O. BOX 13 GREELEY, CO 80632	Purchase and Sale Agreement, Dated: 04/28/2020	-
2112	Extraction Oil & Gas, Inc.	TEXAS INVESTMENTS, LLC C/O JIM D. HUMPHREY P.O. BOX 13 GREELEY, CO 80632	Purchase and Sale Agreement, Dated: 04/28/2020	-
2113	XTR Midstream, LLC	THE COMPLIANCE GROUP, INC. ATTN: STEPHEN HERNANDEZ, DENVER OPERATIONS MANAGER 14884 HWY. 105 SUITE 100 MONTGOMERY, TX 77388	Email re: Discount and June Contract, Dated: 04/13/2020	2,625.00
2114	Extraction Oil & Gas, Inc.	THE FARLEY MACHINE WORKS CO. PO BOX 1167 STERLING, CO 80751	Master Services Agreement, Dated: 02/13/2018	-
2115	Extraction Oil & Gas, Inc.	THE HARRY LATERAL DITCH COMPANY ATTN: MARIO HERRERA 4000 LOMA VISTA PLACE JOHNSTOWN, CO 80534	Crossing Agreement	-
2116	XOG Services, LLC	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY 8801 INDIAN HILLS DRIVE OMAHA, NE 68114-4066	Certificate of Group Life Insurance - Group Policy No. 000010210745, Dated: 01/01/2016	-
2117	XOG Services, LLC	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY 8801 INDIAN HILLS DRIVE OMAHA, NE 68114-4066	Group Insurance Policy No. 000010210745 - Amendment No. 1, Dated: 01/01/2016	-
2118	XOG Services, LLC	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY 8801 INDIAN HILLS DRIVE OMAHA, NE 68114-4066	Group Insurance Policy No. 000010210746 - Amendment No. 1, Dated: 01/01/2016	-
2119	XOG Services, LLC	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY 8801 INDIAN HILLS DRIVE OMAHA, NE 68114-4066	Group Insurance Policy No. 000010210747 - Amendment No. 1, Dated: 01/01/2016	-
2120	XOG Services, LLC	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY 8801 INDIAN HILLS DRIVE OMAHA, NE 68114-4066	Group Insurance Policy No. 000400001000-20491 - Amendment No. 2, Dated: 07/01/2018	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
2121	Extraction Oil & Gas, Inc.	THE STALLS ATTN: JASON AND STACIE STALL 7194 TENBY WAY CASTLE PINES, CO 80108	Global Settlement Agreement and Mutual Release, Dated: 01/31/2018	-
2122	Extraction Oil & Gas, Inc.	THE UNITED STATES OF AMERICA BUREAU OF LAND MANAGEMENT UNITED STATES ATTORNEY'S OFFICE 1801 CALIFORNIA ST., SUITE 1600 DENVER, CO 80202	Settlement Agreement - Civil Mineral Trespass Claim, Dated: 01/27/2020	-
2123	Extraction Oil & Gas, Inc.	THINKTANK PRODUCTS USA 6010 IMPERIAL WAY OLDS, AB T4H1M5	Master Services Agreement, Dated: 04/05/2017	-
2124	Extraction Oil & Gas, Inc.	THOME, MATTHEW ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2125	Extraction Oil & Gas, Inc.	THOME, MATTHEW ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
2126	Extraction Oil & Gas, Inc.	THOME, MATTHEW ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2127	Extraction Oil & Gas, Inc.	THOME, MATTHEW ADDRESS ON FILE	Restricted Stock Units, Dated: 12/11/2017	-
2128	Extraction Oil & Gas, Inc.	THOMPSON, BRIAN K. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2129	Extraction Oil & Gas, Inc.	THOMPSON, BRIAN K. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
2130	Extraction Oil & Gas, Inc.	THOMPSON, BRIAN K. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2131	8 North, LLC	THREE K RANCH, LLC ATTN: JULIA K. MULLICAN 2324 GOFF AVE ST. JOSEPH, MO 64505	Settlement, Waiver and Release of any Existing or Potential Claims Agreement, Dated: 12/04/2015	-
2132	Extraction Oil & Gas, Inc.	THRU TUBING SOLUTIONS 11515 SOUTH PORTLAND AVE OKLAHOMA CITY, OK 73170	Master Services Agreement	715,546.90
2133	Extraction Oil & Gas, Inc.	THUNDERBIRD SERVICES, LLC PO BOX 43 SNYDER, TX 80645	Master Services Agreement, Dated: 06/16/2016	-
2134	Extraction Oil & Gas, Inc.	THURMOND-MCGLOTHLIN LLC P. O. BOX 2358 PAMPA, TX 79066-2358	Master Services Agreement, Dated: 05/01/2017	-
2135	Extraction Oil & Gas, Inc.	TIMBERLANE PUMPS LLC 1092 E. MAIN STREET VERNAL, UT 84078	Master Services Agreement	-
2136	Extraction Oil & Gas, Inc.	TJV, LLC C/O EINER, INC. 611 8TH STREET, UNIT 1 PO BOX 392 GREELEY, CO 80632	Commercial Sublease at 2234 117th Avenue, Greeley Colorado, Dated: 11/26/2018	-
2137	Extraction Oil & Gas, Inc.	TJV, LLC C/O EINER, INC. 611 8TH STREET, UNIT 1 PO BOX 392 GREELEY, CO 80632	Lease Agreement - Second Amendment, Dated: 04/07/2014	-
2138	Extraction Oil & Gas, Inc.	TJV, LLC C/O EINER, INC. 611 8TH STREET, UNIT 1 PO BOX 392 GREELEY, CO 80632	Lease Agreement at 2234 117th Avenue Greeley CO 80634 - First Amendment, Dated: 08/14/2014	-
2139	Extraction Oil & Gas, Inc.	TJV, LLC C/O EINER, INC. 611 8TH STREET, UNIT 1 PO BOX 392 GREELEY, CO 80632	Lease Agreement to 2234 117th Avenue, Greeley Colorado, Dated: 04/07/2014	-
2140	Extraction Oil & Gas, Inc.	TNC ENTERPRISES INC 52026 COUNTY ROAD 21 NUNN, CO 80648	Master Services Agreement, Dated: 07/19/2018	4,000.00
2141	Extraction Oil & Gas, Inc.	TOPOGRAPHIC LAND SURVEYORS 1400 EVERMAN PKWY #146 FORT WORTH, TX 76140	Master Services Agreement, Dated: 03/27/2019	809.10

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
2142	Extraction Oil & Gas, Inc.	TORCSILL FOUNDATIONS LLC 12000 AEROSPACE AVE SUITE 115 HOUSTON, TX 77034	Master Services Agreement, Dated: 05/24/2016	-
2143	Extraction Oil & Gas, Inc.	TORRES, LEXIE ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2144	Extraction Oil & Gas, Inc.	TORRES, LEXIE ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2145	Extraction Oil & Gas, Inc.	TORRES, LEXIE ADDRESS ON FILE	Restricted Stock Units, Dated: 08/27/2018	-
2146	Extraction Oil & Gas, Inc.	TOWN OF FREDERICK, CO 401 LOCUST ST FREDERICK, CO 80530	Surety Agreement - Johnson Trust Landscape, Bond No. K09242855	-
2147	Extraction Oil & Gas, Inc.	TOWN OF WINDSOR, CO 301 WALNUT STREET WINDSOR, CO 80550	Surety Agreement - Building permit bond for Greeley Office/Wharehouse, Bond No. LPM9307074	-
2148	7N, LLC	TOWN OF WINDSOR, COLORADO ATTN: TOWN MANAGER 301 WALNUT STREET WINDSOR, CO 80550	Annexation Agreement - Diamond Valley, Dated: 09/01/2017	-
2149	7N, LLC	TOWN OF WINDSOR, COLORADO ATTN: TOWN MANAGER 301 WALNUT STREET WINDSOR, CO 80550	Annexation Agreement - Diamond Valley, Dated: 09/30/2017	-
2150	Extraction Oil & Gas, Inc.	TOWN OF WINDSOR, COLORADO ATTN: TOWN MANAGER 301 WALNUT STREET WINDSOR, CO 80550	Development Agreement - Road Impact Study and Future Roadway Maintenance	-
2151	Extraction Oil & Gas, Inc.	TOWN OF WINDSOR, COLORADO ATTN: TOWN MANAGER 301 WALNUT STREET WINDSOR, CO 80550	Site Plan Development Agreement Lot 1 South Gate Business Park Subdivision, Seventh Filing (Extraction Oil & Gas Office Building)	-
2152	Extraction Oil & Gas, Inc.	TRADE STAR LLC 912 W. 1600 S BLDG. B, STE. D104 SAINT GEORGE, UT 84770	Master Services Agreement, Dated: 04/15/2016	-
2153	Extraction Oil & Gas, Inc.	TRANSZAP, INC. ATTN: MARC ARSENEAU, CFO 633 SEVENTEENTH STREET, SUITE 2600 DENVER, CO 80202	Master Services Agreement - Order for Services Addendum	552.67
2154	Extraction Oil & Gas, Inc.	TRANSZAP, INC. ATTN: SHAWN SHILLINGTON 633 SEVENTEENTH STREET, SUITE 2600 DENVER, CO 80202	Master Services Agreement Order for Services - Openticket Services Addendum	-
2155	Extraction Oil & Gas, Inc.	TRAVELERS CASUALTY AND SURETY CO OF AM 10825 E GEDDES AVE. CENTENNIAL, CO 80112	Insurance Policy No. 106437240 - Executive Risk Package	-
2156	Extraction Oil & Gas, Inc.	TRC ENVIRONMENTAL CORPORATION (CORPORATE) 21 GRIFFIN ROAD, NORTH WINDSOR, CT 6095	Master Services Agreement, Dated: 07/31/2017	-
2157	Extraction Oil & Gas, Inc.	TRIPLE L CONTRACTING & EXCAVATING LLC 300 E 16TH #305 GREELEY, CO 80631	Master Services Agreement	17,847.50
2158	Extraction Oil & Gas, Inc.	TRI-POINT OIL AND GAS PRODUCTION SYSTEMS LLC 5555 SAN FELIPE SUITE 1250 HOUSTON, TX 77056	Master Services Agreement, Dated: 03/29/2018	207,750.05
2159	Extraction Oil & Gas, Inc.	TRK ENTERPRISES PO BOX 867 PINE BLUFFS, WY 82082	Master Services Agreement, Dated: 06/27/2016	128,988.00
2160	Extraction Oil & Gas, Inc.	TROLLCO, INC. ATTN: MARTIN LIND 1625 PELICAN LAKES POINT, SUITE 201 WINDSOR, CO 80550	Letter Agreement regarding Consent to Change Well Operator, Dated: 04/22/2014	-
2161	Extraction Oil & Gas, Inc.	TROTT, JACOB ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2162	Extraction Oil & Gas, Inc.	TROTT, JACOB ADDRESS ON FILE	Restricted Stock Units, Dated: 01/03/2018	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
2163	Extraction Oil & Gas, Inc.	TROTT, JACOB ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
2164	Extraction Oil & Gas, Inc.	TROTT, JACOB ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2165	7N, LLC	TRUE CREEK, LLC ATTN: AMY ROEPKE, VICE PRESIDENT 17011 LINCOLN AVE, #115 PARKER, CO 80134	Purchase and Sale Agreement with Escrow Instructions - First Amendment, Dated: 04/09/2019	-
2166	7N, LLC	TRUE CREEK, LLC C/O AMY ROEPKE, VICE PRESIDENT 17011 LINCOLN AVE, #115 PARKER, CO 80134	Purchase and Sale Agreement with Escrow Instructions, Dated: 03/07/2019	-
2167	Extraction Oil & Gas, Inc.	TRUST DECLARATION AND MINERAL DEED DATED DECEMBER 28, 1951, RESTATED OCTOBER 7, 1963 AND REFERENCED IN THE JOINT AND MUTUAL LAST WILL AND TESTAMENT OF FRANK BAIAMONTE AND MARY BAIAMONTE DATED APRIL 24, 1956 ADDRESS ON FILE	Confidential Settlement Agreement - Oil and Gas Lease, Dated: 01/25/2019	-
2168	Extraction Oil & Gas, Inc.	TUBOSCOPE - A DIVISION OF NATIONAL OILWELL VARCO, LP 2835 HOLMES ROAD HOUSTON, TX 77051	Master Services Agreement	-
2169	Extraction Oil & Gas, Inc.	TUCKER TRANSPORTATION 23156 ROAD N CORTEZ, CO 81321	Master Services Agreement, Dated: 11/04/2019	6,697.50
2170	Extraction Oil & Gas, Inc.	TWIN CITY FIRE INSURANCE CO 6430 SOUTH FIDDLERS GREEN CIRCLE SUITE 400 GREENWOOD VILLAGE, CO 80111	Insurance Policy No. 34DA029844319 - Excess Director & Officer	-
2171	Extraction Oil & Gas, Inc.	TYREE, THOMAS ADDRESS ON FILE	Employment Agreement, Dated: 03/04/2020	-
2172	Extraction Oil & Gas, Inc.	TYREE, THOMAS ADDRESS ON FILE	Indemnification Agreement, Dated: 03/04/2020	-
2173	Extraction Oil & Gas, Inc.	TYREE, THOMAS ADDRESS ON FILE	Retention Agreement, Dated: 06/09/2020	-
2174	Extraction Oil & Gas, Inc.	UELS, LLC DBA: UINTAH ENGINEERING & LAND SURVEYING UELS, LLC 85 SOUTH 200 EAST VERNAL, UT 84078	Master Services Agreement, Dated: 06/24/2016	-
2175	Extraction Oil & Gas, Inc.	ULTERRA DRILLING TECHNOLOGIES, LP 201 MAIN STREET SUITE 1660 FORT WORTH, TX 76102	Master Services Agreement	-
2176	Extraction Oil & Gas, Inc.	UNITED AIRLINES, INC. ATTN: PASSPLUS 24880 NETWORK PLACE CHICAGO, IL 60673-1248	Services Agreement - United PassPlus, Dated: 06/25/2019	-
2177	Extraction Oil & Gas, Inc.	UNITED STATES DEPARTMENT OF THE INTERIOR ATTN: KEITH E. BERGER BUREAU OF LAND MANAGEMENT ROYAL GORGE FIELD OFFICE 3028 EAST MAIN STREET CANON CITY, CO 81212	Case Recordation - Designations of Successor Operator Communitization Agreement No. COC74825, COC74825, Dated: 03/01/2014	-
2178	Extraction Oil & Gas, Inc.	UNITED STATES DEPARTMENT OF THE INTERIOR ATTN: KEITH E. BERGER, FIELD MANAGER BUREAU OF LAND MANAGEMENT ROYAL GORGE FIELD OFFICE 3028 EAST MAIN STREET CANON CITY, CO 81212	Case Recordation - Designations of Successor Operator Communitization Agreement No. COC74869, COC74869, Dated: 03/01/2014	-
2179	Axis Exploration, LLC	UNITED STATES DEPARTMENT OF THE INTERIOR ATTN: KEITH E. BERGER AND JOAN LARSON ROYAL GORGE FIELD OFFICE 3028 EAST MAIN STREET CANON CITY, CO 81212-2731	Designation of Successor Operator Communitization Agreement No. COC78036, COC78036, Dated: 02/16/2017	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
2180	Extraction Oil & Gas, Inc.	UNITED STATES DEPARTMENT OF THE INTERIOR ATTN: KEITH E. BERGER AND JOAN LARSON ROYAL GORGE FIELD OFFICE 3028 EAST MAIN STREET CANON CITY, CO 81212-2731	Designations of Successor Operator Communitization Agreement No. COC74824, COC74824, Dated: 03/01/2014	-
2181	Extraction Oil & Gas, Inc.	UNITED STATES DEPARTMENT OF THE INTERIOR ATTN: KEITH E. BERGER, FIELD MANAGER BUREAU OF LAND MANAGEMENT ROYAL GORGE FIELD OFFICE 3028 EAST MAIN STREET CANON CITY, CO 81212	Designations of Successor Operator Communitization Agreement No. COC74866, COC74866, Dated: 03/01/2014	-
2182	Extraction Oil & Gas, Inc.	UNITED STATES DEPARTMENT OF THE INTERIOR ATTN: KEITH E. BERGER, FIELD MANAGER BUREAU OF LAND MANAGEMENT ROYAL GORGE FIELD OFFICE 3028 EAST MAIN STREET CANON CITY, CO 81212	Designations of Successor Operator Communitization Agreement, COC75235, Dated: 10/03/2016	-
2183	Extraction Oil & Gas, Inc.	UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT 2850 YOUNGFIELD STREET LAKEWOOD, CO 80215	Surety Agreement - Statewide Federal bond for Colorado, Bond No. K09506172	-
2184	Extraction Oil & Gas, Inc.	UNLIMITED SERVICES LLC P.O. BOX 1009 FORT LUPTON, CO 80621	Master Services Agreement	76,020.00
2185	Extraction Oil & Gas, Inc.	UNREIN, JUSTIN ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2186	Extraction Oil & Gas, Inc.	UNREIN, JUSTIN ADDRESS ON FILE	Restricted Stock Units, Dated: 04/01/2018	-
2187	Extraction Oil & Gas, Inc.	UNREIN, JUSTIN ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2188	Extraction Oil & Gas, Inc.	URBAN SOLUTION GROUP, LLC 4230 ELATI ST, SUITE 200 DENVER, CO 80216	Master Services Agreement, Dated: 06/21/2018	-
2189	Extraction Oil & Gas, Inc.	US LOCATES LLC 1701 CALIFORNIA ST SUITE 106D DENVER, CO 80202	Master Services Agreement, Dated: 04/25/2018	-
2190	Extraction Oil & Gas, Inc.	USA COMPRESSION PARTNERS, LLC USA COMPRESSION PO BOX 974206 DALLAS, TX 75397-4206	Master Service Agreement - Amendment to Compression Service Proposal and Agreements, Dated: 05/01/2020	-
2191	Extraction Oil & Gas, Inc.	USA COMPRESSION PARTNERS, LLC 111 CONGRESS AVENUE SUITE 2400 AUSTIN, TX 78701	Master Services Agreement, Dated: 02/01/2016	-
2192	Extraction Oil & Gas, Inc.	USAC OPCO 2, LLC USA COMPRESSION PO BOX 974206 DALLAS, TX 75397-4206	Attachment to Gas Compression Master Service Agreement Dated February 1, 2016 - Compression Service Proposal and Agreement #CSE112031118N	-
2193	Extraction Oil & Gas, Inc.	USAC OPCO 2, LLC USA COMPRESSION PO BOX 974206 DALLAS, TX 75397-4206	Gas Compression Master Service Agreement - Attachment regarding Compression Service Proposal and Agreement, CSE100521118N, Dated: 03/01/2019	-
2194	Extraction Oil & Gas, Inc.	USAC OPCO 2, LLC USA COMPRESSION PO BOX 974206 DALLAS, TX 75397-4206	Gas Compression Master Service Agreement - Attachment regarding Compression Service Proposal and Agreement, CSE105611118N, Dated: 03/01/2019	-
2195	Extraction Oil & Gas, Inc.	USAC OPCO 2, LLC USA COMPRESSION PO BOX 974206 DALLAS, TX 75397-4206	Master Service Agreement - Amendment to Compression Service Proposal and Agreements, Dated: 05/01/2020	-
2196	Extraction Oil & Gas, Inc.	VALDEZ, ANGELO ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2197	Extraction Oil & Gas, Inc.	VALDEZ, ANGELO ADDRESS ON FILE	Restricted Stock Units, Dated: 03/07/2018	-
2198	Extraction Oil & Gas, Inc.	VALDEZ, ANGELO ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
2199	Extraction Oil & Gas, Inc.	VANDENBROECK, ROLAND M. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2200	Extraction Oil & Gas, Inc.	VANDENBROECK, ROLAND M. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
2201	Extraction Oil & Gas, Inc.	VANDENBROECK, ROLAND M. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2202	Extraction Oil & Gas, Inc.	VAREL INTERNATIONAL 1625 W. CROSBY SUITE 124 CARROLLTON, TX 75006	Master Services Agreement, Dated: 04/17/2017	-
2203	Extraction Oil & Gas, Inc.	VAUGHN ENERGY SERVICES P.O. BOX 261021 CORPUS CHRISTI, TX 78426	Master Services Agreement, Dated: 05/02/2016	-
2204	Extraction Oil & Gas, Inc.	VENTURE ROYALTIES 212 S. 1ST AVE MULVANE, KS 67110	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-SOSA 2A-7H-E168, Dated: 10/03/2016	-
2205	Extraction Oil & Gas, Inc.	VENTURE ROYALTIES 212 S. 1ST AVE MULVANE, KS 67110	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Sosa 2E7H-E168, Dated: 10/03/2016	-
2206	Extraction Oil & Gas, Inc.	VENTURE ROYALTIES 212 S. 1ST AVE MULVANE, KS 67110	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Woolley-Sosa 2F-7H-E168, Dated: 11/08/2016	-
2207	Extraction Oil & Gas, Inc.	VENTURE ROYALTIES 212 S. 1ST AVE MULVANE, KS 67110	Model Form Operating Agreement regarding Limited to the Woolley-Sosa 2C-7H- E168 Wellbore, Dated: 10/03/2016	-
2208	Extraction Oil & Gas, Inc.	VENTURE ROYALTIES 212 S. 1ST AVE MULVANE, KS 67110	Model Form Operating Agreement regarding WOOLLEY-SOSA 2D7H-E168, Dated: 10/03/2016	-
2209	Extraction Oil & Gas, Inc.	VERDAD OIL & GAS CORP. 5950 CEDAR SPRINGS ROAD DALLAS, TX 75235	Model Form Recording Supplement to Operating Agreement and Financing Statement dated 10/29/2014	-
2210	Extraction Oil & Gas, Inc.	VIBRATION TECHNOLOGY PO BOX 159 314 US HWY 181 NORTH FLORESVILLE, TX 78114	Master Services Agreement, Dated: 05/28/2018	-
2211	Extraction Oil & Gas, Inc.	VILLAS AT THE BOULDERS ASSOCIATION 8700 TURNPIKE DRIVE, SUITE 230 WESTMINSTER, CO 80031	Lease Agreement - Order for Payment Lease Amendment	-
2212	7N, LLC	VIMA PARTNERS, LLC C/O MARTIN LIND 1625 PELICAN LAKES POINT, SUITE 201 WINDSOR, CO 80550	Agreement to Amend/Extend Contract	-
2213	7N, LLC	VIMA PARTNERS, LLC 1625 PELICAN LAKES POINT, SUITE 201 WINDSOR, CO 80550	Agreement to Amend/Extend Contract, Dated: 05/04/2020	-
2214	7N, LLC	VIMA PARTNERS, LLC 1625 PELICAN LAKES POINT, SUITE 201 WINDSOR, CO 80550	Contract to Buy and Sell Real Estate (Commercial), Dated: 03/04/2020	-
2215	Extraction Oil & Gas, Inc.	VIMA PARTNERS, LLC ATTN: MARTIN LIND 1625 PELICAN LAKES POINT, SUITE 201 WINDSOR, CO 80550	Letter Agreement regarding Consent to Change Well Operator, Dated: 04/22/2014	-
2216	Extraction Oil & Gas, Inc.	VOLUMETRICS P.O. BOX 501 MOUNTAIN VIEW, WY 82939	Master Services Agreement, Dated: 09/24/2018	14,671.90
2217	Extraction Oil & Gas, Inc.	VOYAGER ENERGY SERVICES, LLC P.O. BOX 5549 GRANBURY, TX 76049	Master Services Agreement, Dated: 06/20/2017	-
2218	Extraction Oil & Gas, Inc.	WAFFLE HOUSE, INC. 5986 FINANCIAL DRIVE NORCROSS, GA 30071	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Hopper State 9N-34SLHZ Well, Dated: 10/01/2016	-
2219	Extraction Oil & Gas, Inc.	WAFFLE HOUSE, INC. 5986 FINANCIAL DRIVE NORCROSS, GA 30071	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Hopper State 24N-34SLHZ, Dated: 12/01/2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
2220	Extraction Oil & Gas, Inc.	WAFFLE HOUSE, INC. 5986 FINANCIAL DRIVE NORCROSS, GA 30071	Model Form Operating Agreement regarding Wellbore Specific Agreement regarding Hopper State 4ON-34SLHZ, Dated: 12/01/2016	-
2221	Extraction Oil & Gas, Inc.	WAGISTICS, LLC ATTN: TODD BEAN, MANAGER/OWNER 141 SETTLERS COVE EATON, CO 80615	Water Lease Agreement, Dated: 04/01/2018	-
2222	Extraction Oil & Gas, Inc.	WAGNER, CHRISTOPHER D. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2223	Extraction Oil & Gas, Inc.	WAGNER, CHRISTOPHER D. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
2224	Extraction Oil & Gas, Inc.	WAGNER, CHRISTOPHER D. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2225	Extraction Oil & Gas, Inc.	WALKER INSPECTION, LLC P.O. BOX 2338 GILLETTE, WY 82717	Master Services Agreement, Dated: 05/17/2019	-
2226	Extraction Oil & Gas, Inc.	WALKER, BLAYNE M. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2227	Extraction Oil & Gas, Inc.	WALKER, BLAYNE M. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
2228	Extraction Oil & Gas, Inc.	WALKER, BLAYNE M. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2229	Extraction Oil & Gas, Inc.	WALKER, STEPHEN M. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2230	Extraction Oil & Gas, Inc.	WALKER, STEPHEN M. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
2231	Extraction Oil & Gas, Inc.	WALKER, STEPHEN M. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2232	Extraction Oil & Gas, Inc.	WALNUT TELECOM 379 SOUTH PENNSYLVANIA STREET DENVER, CO 80209	Skybeam Enterprise Services Order Agreement	-
2233	Extraction Oil & Gas, Inc.	WALSH, GRAYSON ADDRESS ON FILE	Restricted Stock Units, Dated: 06/24/2019	-
2234	Extraction Oil & Gas, Inc.	WANZEK CONSTRUCTION, INC. 4850 32ND AVE S FARGO, ND 58104	Master Services Agreement, Dated: 09/24/2018	-
2235	Extraction Oil & Gas, Inc.	WARBONNET CONSTRUCTION 1613 PELICAN LAKES POINT SUITE. 102 WINDSOR, CO 80550	Master Services Agreement	-
2236	Extraction Oil & Gas, Inc.	WARNER, KEN ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2237	Extraction Oil & Gas, Inc.	WARNER, KEN ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
2238	Extraction Oil & Gas, Inc.	WARNER, KEN ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2239	Extraction Oil & Gas, Inc.	WARNER, KEN ADDRESS ON FILE	Restricted Stock Units, Dated: 12/26/2017	-
2240	Extraction Oil & Gas, Inc.	WASHINGTON PROPERTIES IV, LLC C/O PATTI M. STICKLER AND DAVID B. STICKLER PO BOX 7063 LOVELAND, CO 80537	Model Form Operating Agreement regarding Township 6 North, Range 66 West, 6th P.M. Section 36: N2, Dated: 05/01/2015	-
2241	Extraction Oil & Gas, Inc.	WATER WAY SOLUTIONS, LLC P O BOX 479 GLENROCK, WY 82637	Master Services Agreement, Dated: 01/20/2020	-
2242	Extraction Oil & Gas, Inc.	WATKINS, CALEB ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2243	Extraction Oil & Gas, Inc.	WATKINS, CALEB ADDRESS ON FILE	Restricted Stock Units, Dated: 01/14/2019	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
2244	Extraction Oil & Gas, Inc.	WATKINS, CALEB ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2245	Extraction Oil & Gas, Inc.	WBS, INC. DBA W-B SUPPLY CO. P.O. DRAWER 2479 PAMPA, TX 79066-2479	Master Services Agreement, Dated: 03/22/2018	-
2246	Extraction Oil & Gas, Inc.	WEATHERFORD INTERNATIONAL INC (DOMESTIC-WIDE) UNITED STATES 2000 ST JAMES PLACE HOUSTON, TX 77056	Master Services Agreement	136,874.60
2247	Extraction Oil & Gas, Inc.	WELL MASTER CORPORATION 16201 TABLE MOUNTAIN PARKWAY SUITE 100 GOLDEN, CO 80403	Master Services Agreement, Dated: 08/31/2017	-
2248	Extraction Oil & Gas, Inc.	WELLS FARGO BANK, N.A. AS ADMINISTRATIVE AGENT ATTN: RECORDS MANAGEMENT 1700 LINCOLN STREET, 3RD FLOOR DENVER, CO 80203	Certificate of Liability Insurance, Dated: 08/14/2017	-
2249	Extraction Oil & Gas, Inc.	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTN: JOE ROTTINGHAUS 1700 LINCOLN ST 6TH FLOOR DENVER, CO 80203	Borrower to the Reserve-Based Lending Facility and all related Amendments and Documents, Dated: 8/16/2017	54.00
2250	Extraction Oil & Gas, Inc.	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTN: MICHAEL MCGUIRE CORPORATE TRUST SERVICES, MAC C7300-107 1740 BROADWAY DENVER, CO 80274	Escrow Agreement, Dated: 05/23/2014	-
2251	7N, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTN: JOE ROTTINGHAUS 1700 LINCOLN ST 6TH FLOOR DENVER, CO 80203	Guarantor to the Reserve-Based Lending Facility and associated Commitment, Letters of Credit, Fronting Fees, and all related Amendments and Documents, Dated: 8/16/2017	-
2252	8 North, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTN: JOE ROTTINGHAUS 1700 LINCOLN ST 6TH FLOOR DENVER, CO 80203	Guarantor to the Reserve-Based Lending Facility and associated Commitment, Letters of Credit, Fronting Fees, and all related Amendments and Documents, Dated: 8/16/2017	-
2253	Axis Exploration, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTN: JOE ROTTINGHAUS 1700 LINCOLN ST 6TH FLOOR DENVER, CO 80203	Guarantor to the Reserve-Based Lending Facility and associated Commitment, Letters of Credit, Fronting Fees, and all related Amendments and Documents, Dated: 8/16/2017	-
2254	Extraction Finance Corp.	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTN: JOE ROTTINGHAUS 1700 LINCOLN ST 6TH FLOOR DENVER, CO 80203	Guarantor to the Reserve-Based Lending Facility and associated Commitment, Letters of Credit, Fronting Fees, and all related Amendments and Documents, Dated: 8/16/2017	-
2255	Mountaintop Minerals, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTN: JOE ROTTINGHAUS 1700 LINCOLN ST 6TH FLOOR DENVER, CO 80203	Guarantor to the Reserve-Based Lending Facility and associated Commitment, Letters of Credit, Fronting Fees, and all related Amendments and Documents, Dated: 8/16/2017	-
2256	Table Mountain Resources, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTN: JOE ROTTINGHAUS 1700 LINCOLN ST 6TH FLOOR DENVER, CO 80203	Guarantor to the Reserve-Based Lending Facility and associated Commitment, Letters of Credit, Fronting Fees, and all related Amendments and Documents, Dated: 8/16/2017	-
2257	XOG Services, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTN: JOE ROTTINGHAUS 1700 LINCOLN ST 6TH FLOOR DENVER, CO 80203	Guarantor to the Reserve-Based Lending Facility and associated Commitment, Letters of Credit, Fronting Fees, and all related Amendments and Documents, Dated: 8/16/2017	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
2258	XTR Midstream, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTN: JOE ROTTINGHAUS 1700 LINCOLN ST 6TH FLOOR DENVER, CO 80203	Guarantor to the Reserve-Based Lending Facility and associated Commitment, Letters of Credit, Fronting Fees, and all related Amendments and Documents, Dated: 8/16/2017	-
2259	7N, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: CORPORATE, MUNICIPAL AND ESCROW SERVICES 1445 ROSS AVENUE SUITE 4300 DALLAS, TX 75202	Indenture - 5.625% Senior Notes Due 2026 - Guarantor, All Related Amendments and Documents, Dated: 01/25/2018	-
2260	8 North, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: CORPORATE, MUNICIPAL AND ESCROW SERVICES 1445 ROSS AVENUE SUITE 4300 DALLAS, TX 75202	Indenture - 5.625% Senior Notes Due 2026 - Guarantor, All Related Amendments and Documents, Dated: 01/25/2018	-
2261	Axis Exploration, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: CORPORATE, MUNICIPAL AND ESCROW SERVICES 1445 ROSS AVENUE SUITE 4300 DALLAS, TX 75202	Indenture - 5.625% Senior Notes Due 2026 - Guarantor, All Related Amendments and Documents, Dated: 01/25/2018	-
2262	Extraction Finance Corp.	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: CORPORATE, MUNICIPAL AND ESCROW SERVICES 1445 ROSS AVENUE SUITE 4300 DALLAS, TX 75202	Indenture - 5.625% Senior Notes Due 2026 - Guarantor, All Related Amendments and Documents, Dated: 01/25/2018	-
2263	Mountaintop Minerals, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: CORPORATE, MUNICIPAL AND ESCROW SERVICES 1445 ROSS AVENUE SUITE 4300 DALLAS, TX 75202	Indenture - 5.625% Senior Notes Due 2026 - Guarantor, All Related Amendments and Documents, Dated: 01/25/2018	-
2264	Table Mountain Resources, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: CORPORATE, MUNICIPAL AND ESCROW SERVICES 1445 ROSS AVENUE SUITE 4300 DALLAS, TX 75202	Indenture - 5.625% Senior Notes Due 2026 - Guarantor, All Related Amendments and Documents, Dated: 01/25/2018	-
2265	XOG Services, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: CORPORATE, MUNICIPAL AND ESCROW SERVICES 1445 ROSS AVENUE SUITE 4300 DALLAS, TX 75202	Indenture - 5.625% Senior Notes Due 2026 - Guarantor, All Related Amendments and Documents, Dated: 01/25/2018	-
2266	XTR Midstream, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: CORPORATE, MUNICIPAL AND ESCROW SERVICES 1445 ROSS AVENUE SUITE 4300 DALLAS, TX 75202	Indenture - 5.625% Senior Notes Due 2026 - Guarantor, All Related Amendments and Documents, Dated: 01/25/2018	-
2267	Extraction Oil & Gas, Inc.	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: CORPORATE, MUNICIPAL AND ESCROW SERVICES 1445 ROSS AVENUE SUITE 4300 DALLAS, TX 75202	Indenture - 5.625% Senior Notes Due 2026 - Issuer, All Related Amendments and Documents, Dated: 01/25/2018	-
2268	7N, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: CORPORATE, MUNICIPAL AND ESCROW SERVICES 1445 ROSS AVENUE SUITE 4300 DALLAS, TX 75202	Indenture - 7.375% Senior Notes Due 2024 - Guarantor, All Related Amendments and Documents, Dated: 08/01/2017	-
2269	8 North, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: CORPORATE, MUNICIPAL AND ESCROW SERVICES 1445 ROSS AVENUE SUITE 4300 DALLAS, TX 75202	Indenture - 7.375% Senior Notes Due 2024 - Guarantor, All Related Amendments and Documents, Dated: 08/01/2017	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
2270	Axis Exploration, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: CORPORATE, MUNICIPAL AND ESCROW SERVICES 1445 ROSS AVENUE SUITE 4300 DALLAS, TX 75202	Indenture - 7.375% Senior Notes Due 2024 - Guarantor, All Related Amendments and Documents, Dated: 08/01/2017	-
2271	Extraction Finance Corp.	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: CORPORATE, MUNICIPAL AND ESCROW SERVICES 1445 ROSS AVENUE SUITE 4300 DALLAS, TX 75202	Indenture - 7.375% Senior Notes Due 2024 - Guarantor, All Related Amendments and Documents, Dated: 08/01/2017	-
2272	Mountaintop Minerals, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: CORPORATE, MUNICIPAL AND ESCROW SERVICES 1445 ROSS AVENUE SUITE 4300 DALLAS, TX 75202	Indenture - 7.375% Senior Notes Due 2024 - Guarantor, All Related Amendments and Documents, Dated: 08/01/2017	-
2273	Table Mountain Resources, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: CORPORATE, MUNICIPAL AND ESCROW SERVICES 1445 ROSS AVENUE SUITE 4300 DALLAS, TX 75202	Indenture - 7.375% Senior Notes Due 2024 - Guarantor, All Related Amendments and Documents, Dated: 08/01/2017	-
2274	XOG Services, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: CORPORATE, MUNICIPAL AND ESCROW SERVICES 1445 ROSS AVENUE SUITE 4300 DALLAS, TX 75202	Indenture - 7.375% Senior Notes Due 2024 - Guarantor, All Related Amendments and Documents, Dated: 08/01/2017	-
2275	XTR Midstream, LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: CORPORATE, MUNICIPAL AND ESCROW SERVICES 1445 ROSS AVENUE SUITE 4300 DALLAS, TX 75202	Indenture - 7.375% Senior Notes Due 2024 - Guarantor, All Related Amendments and Documents, Dated: 08/01/2017	-
2276	Extraction Oil & Gas, Inc.	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTENTION: CORPORATE, MUNICIPAL AND ESCROW SERVICES 1445 ROSS AVENUE SUITE 4300 DALLAS, TX 75202	Indenture - 7.375% Senior Notes Due 2024 - Issuer, All Related Amendments and Documents, Dated: 08/01/2017	-
2277	Extraction Oil & Gas, Inc.	WELLS FARGO BANK, NATIONAL ASSOCIATION ATTN: ZACHARY KRAMER 1700 LINCOLN STREET, 6TH FLOOR DENVER, CO 80203	Partial Release of Deed of Trust and Release by Holder of the Evidence of Debt Without Production of Evidence of Debt, Dated: 09/04/2014	-
2278	Extraction Oil & Gas, Inc.	WELLSBUILT LLC PO BOX 312 BLACK HAWK, CO 80422	Master Services Agreement	-
2279	Extraction Oil & Gas, Inc.	WELLSITE SERVICES INC 3801 CARSON AVENUE EVANS, CO 80620	Master Services Agreement, Dated: 02/19/2019	3,132.00
2280	Extraction Oil & Gas, Inc.	WELLSTAR CORPORATION 11990 GRANT STREET, SUITE 550 NORTHGLENN, CO 80233	Declaration of Pooling and Unit Designation regarding Township 6 North, Range 66 West, 6th P.M. Section 36: S2N2 & N2S2 Containing 320 Acres, More or Less Limited to the Hiner 36C-24W, Dated: 06/17/2014	-
2281	Extraction Oil & Gas, Inc.	WELLSTAR CORPORATION 11990 GRANT STREET, SUITE 550 NORTHGLENN, CO 80233	Model Form Operating Agreement, Dated: 05/01/2015	-
2282	Extraction Oil & Gas, Inc.	WESTBROOK PARTNERS, LLC ATTN: BRAD ROTHMAN, MANAGER 4450 ARAPAHOE AVE., STE. 100 BOULDER, CO 80303	Well Plugging and Abandonment Agreement, Dated: 08/11/2015	-
2283	Extraction Oil & Gas, Inc.	WESTCHESTER FIRE INSURANCE COMPANY 436 WALNUT STREET PHILADELPHIA, PA 19106	Cash Collateral Agreement, Dated: 05/29/2020	-
2284	8 North, LLC	WESTCHESTER FIRE INSURANCE COMPANY ATTN: THOMAS W. PATTON, ATTORNEY-IN-FACT 436 WALNUT STREET PHILADELPHIA, PA 19106	Surety Agreement - Bond Rider regarding Change of Penal Sum, Bond No. K09242818, Dated: 03/29/2017	-
2285	Axis Exploration, LLC	WESTCHESTER FIRE INSURANCE COMPANY ATTN: TRISTEN ROSEN 436 WALNUT STREET PHILADELPHIA, PA 19106	Surety Agreement - Bond Rider regarding Principal Name Change, Bond No. K09506202, Dated: 03/21/2018	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
2286	Axis Exploration, LLC	WESTCHESTER FIRE INSURANCE COMPANY ATTN: TRISTEN ROSEN 436 WALNUT STREET PHILADELPHIA, PA 19106	Surety Agreement - Bond Rider regarding Principal Name Change, Bond No. K09506214, Dated: 03/21/2018	-
2287	Axis Exploration, LLC	WESTCHESTER FIRE INSURANCE COMPANY ATTN: TRISTEN ROSEN 436 WALNUT STREET PHILADELPHIA, PA 19106	Surety Agreement - Bond Rider regarding Principal Name Change, Bond No. K09506226, Dated: 03/21/2018	-
2288	8 North, LLC	WESTCHESTER FIRE INSURANCE COMPANY 436 WALNUT STREET PHILADELPHIA, PA 19106	Surety Agreement - Lease Serial no. 98-00613, Bond No. K0950624A	-
2289	Extraction Oil & Gas, Inc.	WESTCHESTER FIRE INSURANCE COMPANY 436 WALNUT STREET PHILADELPHIA, PA 19106	Surety Agreement - Lease Serial no. 98-00613, Bond No. K0950624A	-
2290	8 North, LLC	WESTCHESTER FIRE INSURANCE COMPANY ATTN: JUSTIN ROSEN 436 WALNUT STREET PHILADELPHIA, PA 19106	Surety Agreement - Penal Sum Increase, Bond No. K09242417, Dated: 05/21/2015	-
2291	8 North, LLC	WESTCHESTER FIRE INSURANCE COMPANY 436 WALNUT STREET PHILADELPHIA, PA 19106	Surety Agreement - Penal Sum Increase, Bond No. K09242429, Dated: 05/21/2015	-
2292	8 North, LLC	WESTCHESTER FIRE INSURANCE COMPANY 436 WALNUT STREET PHILADELPHIA, PA 19106	Surety Agreement - Penalty Rider, Bond No. K09242417, Dated: 09/04/2019	-
2293	Axis Exploration, LLC	WESTCHESTER FIRE INSURANCE COMPANY 436 WALNUT STREET PHILADELPHIA, PA 19106	Surety Agreement - Penalty Rider, Bond No. K09506202, Dated: 09/25/2018	-
2294	Extraction Oil & Gas, Inc.	WESTCHESTER FIRE INSURANCE COMPANY ATTN: CANDACE D. BOSHEERS, ATTORNEY-IN-FACT PO BOX 1000 PHILADELPHIA, PA 19106	Surety Agreement - Performance Bond re: Bypee Landscape - 14L Pad, Bond No. K09242843, Dated: 08/12/2015	-
2295	Extraction Oil & Gas, Inc.	WESTCHESTER FIRE INSURANCE COMPANY 436 WALNUT STREET PHILADELPHIA, PA 19106	Surety Agreement - Performance Bond regarding Temporary Access Easement, Bond No. K09506317	-
2296	Extraction Oil & Gas, Inc.	WESTCHESTER FIRE INSURANCE COMPANY 436 WALNUT STREET PHILADELPHIA, PA 19106	Surety Agreement - Performance Bond regarding Temporary Access Easement, Bond No. K09506317	-
2297	Extraction Oil & Gas, Inc.	WESTCHESTER FIRE INSURANCE COMPANY 436 WALNUT STREET PHILADELPHIA, PA 19106	Surety Agreement - Performance Bond, Bond No. K09506251, Dated: 01/05/2018	-
2298	Extraction Oil & Gas, Inc.	WESTCHESTER FIRE INSURANCE COMPANY 436 WALNUT STREET PHILADELPHIA, PA 19106	Surety Agreement - Rider to Bond regarding Penal Sum Increase, Bond No. K08628683	-
2299	Extraction Oil & Gas, Inc.	WESTCHESTER FIRE INSURANCE COMPANY 436 WALNUT STREET PHILADELPHIA, PA 19106	Surety Agreement - Rider to Bond regarding Penal Sum Increase, Bond No. K08628695	-
2300	Extraction Oil & Gas, Inc.	WESTCHESTER FIRE INSURANCE COMPANY ATTN: THOMAS W. PATTON 436 WALNUT STREET PHILADELPHIA, PA 19106	Surety Agreement - Rider to Bond regarding Penal Sum Increase, Bond No. K09242399, Dated: 10/13/2016	-
2301	8 North, LLC	WESTCHESTER FIRE INSURANCE COMPANY 436 WALNUT STREET PHILADELPHIA, PA 19106	Surety Agreement - Surface Blanket Bond, Bond No. K09242405	-
2302	Extraction Oil & Gas, Inc.	WESTERN CLEANUP CORPORATION P.O. BOX 1247 FORT MORGAN, CO 80701	Master Services Agreement	-
2303	Extraction Oil & Gas, Inc.	WESTERN COLORADO WASTE SERVICE, INC. BOX 26 MACK, CO 81525	Master Services Agreement, Dated: 12/23/2015	3,727.50
2304	Extraction Oil & Gas, Inc.	WESTERN HEIGHTS INSPECTION CO. 637 50TH AVE GREELEY, CO 80634	Master Services Agreement, Dated: 09/06/2019	42,500.00
2305	Extraction Oil & Gas, Inc.	WESTERN OILFIELDS SUPPLY CO DBA RAIN FOR RENT P.O. BOX 2248 BAKERSFIELD, CA 93303-2248	Master Services Agreement	-
2306	Extraction Oil & Gas, Inc.	WESTERN STATES RECLAMATION, INC. 3756 IMPERIAL STREET FREDERICK, CO 80516	Master Services Agreement, Dated: 04/14/2017	-
2307	Extraction Oil & Gas, Inc.	WESTROC TRUCKING P.O. BOX 523 VERNAL, UT 84078	Master Services Agreement, Dated: 04/23/2016	4,140.00
2308	Extraction Oil & Gas, Inc.	WETHERBY, SUSAN S. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-

Schedule of Assumed Executory Contracts and Unexpired Leases

<u>No.</u>	<u>Debtor</u>	<u>Counterparty</u>	<u>Contract Description</u>	<u>Cure Amount</u>
2309	Extraction Oil & Gas, Inc.	WETHERBY, SUSAN S. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
2310	Extraction Oil & Gas, Inc.	WETHERBY, SUSAN S. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2311	Extraction Oil & Gas, Inc.	WHIDDON, LILIA ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2312	Extraction Oil & Gas, Inc.	WHIDDON, LILIA ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
2313	Extraction Oil & Gas, Inc.	WHIDDON, LILIA ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2314	Extraction Oil & Gas, Inc.	WHIPPLE, MATTHEW ADDRESS ON FILE	Restricted Stock Units, Dated: 05/29/2019	-
2315	Extraction Oil & Gas, Inc.	WIEDERHOLT, COREY J. ADDRESS ON FILE	Restricted Stock Units, Dated: 09/30/2019	-
2316	Extraction Oil & Gas, Inc.	WILD WELL CONTROL, INC 2202 OIL CENTER COURT HOUSTON, TX 77073-3333	Master Services Agreement, Dated: 08/27/2017	-
2317	Axis Exploration, LLC	WILDHORSE RIDGE CONDOMINIUM ASSOCIATION, INC. 23 INVERNESS WAY EAST, SUITE 200 ENGLEWOOD, CO 80112	Agreement to Lease Oil and Gas Interests, Dated: 05/15/2020	-
2318	Extraction Oil & Gas, Inc.	WILKINSON SANDBLASTING, LLC 21250 PAWNEE RD GIBBON, NE 68840	Master Services Agreement, Dated: 01/09/2019	-
2319	Extraction Oil & Gas, Inc.	WILLARD G. OWENS ADDRESS ON FILE	Model Form Operating Agreement, Dated: 12/30/2013	-
2320	Extraction Oil & Gas, Inc.	WILLARD G. OWENS ADDRESS ON FILE	Model Form Recording Supplement to Operating Agreement and Financing Statement, Dated: 12/30/2013	-
2321	Extraction Oil & Gas, Inc.	WILLEEN C. HUCK ADDRESS ON FILE	Model Form Operating Agreement regarding Thornton 14K-441, Dated: 10/01/2015	-
2322	Extraction Oil & Gas, Inc.	WILLEEN C. HUCK ADDRESS ON FILE	Wellbore Specific Declaration of Pooling regarding Thornton 14K-441 Wellbore and the Codell formation, Dated: 08/28/2014	-
2323	Extraction Oil & Gas, Inc.	WILLISCHILD OIL & GAS CORP. 621 E. STREET SNYDER, OK 73566	Model Form Operating (Wellbore Specific Agreement) regarding Morgan Hills 1H-7H- A168, Dated: 11/15/2016	-
2324	Extraction Oil & Gas, Inc.	WILLISCHILD OIL & GAS CORP. 621 E. STREET SNYDER, OK 73566	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1B- 7H-A168, Dated: 11/15/2016	-
2325	Extraction Oil & Gas, Inc.	WILLISCHILD OIL & GAS CORP. 621 E. STREET SNYDER, OK 73566	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1C- 7H-A168, Dated: 11/15/2016	-
2326	Extraction Oil & Gas, Inc.	WILLISCHILD OIL & GAS CORP. 621 E. STREET SNYDER, OK 73566	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1D- 7H-A168, Dated: 11/15/2016	-
2327	Extraction Oil & Gas, Inc.	WILLISCHILD OIL & GAS CORP. 621 E. STREET SNYDER, OK 73566	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1E- 7H-A168, Dated: 11/15/2016	-
2328	Extraction Oil & Gas, Inc.	WILLISCHILD OIL & GAS CORP. 621 E. STREET SNYDER, OK 73566	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1F- 7H-A168, Dated: 11/15/2016	-
2329	Extraction Oil & Gas, Inc.	WILLISCHILD OIL & GAS CORP. 621 E. STREET SNYDER, OK 73566	Model Form Operating Agreement (Wellbore Specific Agreement) regarding Morgan Hills 1I- 7H-A168, Dated: 11/15/2016	-
2330	Extraction Oil & Gas, Inc.	WILLISCHILD OIL & GAS CORP. 621 E. STREET SNYDER, OK 73566	Model Form Operating Agreement regarding Morgan Hills 1G-7H-A168, Dated: 11/15/2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
2331	Extraction Oil & Gas, Inc.	WINDSOR SOUTHGATE DEVELOPMENT, LLC ATTN: MARTIN LIND, MANAGER C/O WATER VALLEY LAND COMPANY 1625 PELICAN LAKES, POINT, SUITE 201 WINDSOR, CO 80550	Real Estate Purchase and Sale Agreement - First Amendment, Dated: 11/28/2018	-
2332	Extraction Oil & Gas, Inc.	WINDSOR SOUTHGATE DEVELOPMENT, LLC ATTN: MARTIN LIND, MANAGER EAGLE CROSSING WINDSOR, LLC C/O WATER VALLEY LAND COMPANY 1625 PELICAN LAKES, POINT, SUITE 201 WINDSOR, CO 80550	Real Estate Purchase and Sale Agreement, Dated: 10/29/2018	-
2333	Extraction Oil & Gas, Inc.	WINICK, ELAINE ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2334	Extraction Oil & Gas, Inc.	WINICK, ELAINE ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2335	Extraction Oil & Gas, Inc.	WINICK, ELAINE ADDRESS ON FILE	Restricted Stock Units, Dated: 05/14/2018	-
2336	Extraction Oil & Gas, Inc.	WISE SERVICES INC. P.O. BOX 427 LYMAN, WY 82937	Master Services Agreement, Dated: 05/16/2016	-
2337	Extraction Oil & Gas, Inc.	WITWATERSTRAND, LLC ATTN: THOMAS J. PETERSON 3816 EAGLE LAKE SOUTH FORT COLLINS, CO 80524	Acknowledgement of Commission Agreement, Dated: 11/03/2016	-
2338	Extraction Oil & Gas, Inc.	WITWATERSTRAND, LLC ATTN: RUSSELL D. LEFFLER 3816 EAGLE LAKE SOUTH FORT COLLINS, CO 80524	Commission Agreement, Dated: 03/01/2015	-
2339	Extraction Oil & Gas, Inc.	WM AUTOMATION SERVICE, LLC 7084 SOUTH REVERE PARKWAY UNIT A CENTENNIAL, CO 80112	Master Services Agreement, Dated: 01/30/2018	-
2340	Extraction Oil & Gas, Inc.	WOLF, PAMELA L. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2341	Extraction Oil & Gas, Inc.	WOLF, PAMELA L. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
2342	Extraction Oil & Gas, Inc.	WOLF, PAMELA L. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2343	Extraction Oil & Gas, Inc.	WOODS, MATHEW K. ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2344	Extraction Oil & Gas, Inc.	WOODS, MATHEW K. ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
2345	Extraction Oil & Gas, Inc.	WOODS, MATHEW K. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2346	Extraction Oil & Gas, Inc.	WORKIVA INC. ATTN: WORKIVA LEGAL DEPARTMENT 2900 UNIVERSITY BOULEVARD AMES, IA 50010	Consulting Services Agreement	687.50
2347	Extraction Oil & Gas, Inc.	WORKIVA INC. ATTN: WORKIVA LEGAL DEPARTMENT 2900 UNIVERSITY BOULEVARD AMES, IA 50010	Services Agreement, Dated: 06/09/2017	-
2348	Extraction Oil & Gas, Inc.	WORKIVA INC. ATTN: WORKIVA LEGAL DEPARTMENT 2900 UNIVERSITY BOULEVARD AMES, IA 50010	Statement of Work: 012720-0024 to the Master Terms and Conditions	-
2349	Extraction Oil & Gas, Inc.	WORTHY, RICK B. ADDRESS ON FILE	Restricted Stock Units, Dated: 04/08/2019	-
2350	Extraction Oil & Gas, Inc.	WRANGLER WELL SERVICE INC 806 W MAIN STREET, SUITE B RIVERTON, WY 82501	Master Services Agreement	-

Schedule of Assumed Executory Contracts and Unexpired Leases

No.	Debtor	Counterparty	Contract Description	Cure Amount
2351	Extraction Oil & Gas, Inc.	WRCC, INC. ATTN: RUSSELL D. LEFFLER 106 ELM AVENUE P.O. BOX 206 EATON, CO 80615	Letter Agreement regarding Windsor Reservoir (WRCC, Inc.) Township 7 North, Range 67 West Portions of Section 27, 28, 33 and Township 6 North, Range 67 West Part of Section 4, Dated: 11/01/2013	-
2352	Extraction Oil & Gas, Inc.	WRCC, INC. ATTN: RUSSELL D. LEFFLER 106 ELM AVENUE P.O. BOX 206 EATON, CO 80615	Water Delivery Agreement	-
2353	Extraction Oil & Gas, Inc.	WRCC, INC. ATTN: KIMBERLY NELSON C/O WRCC, INC. 106 ELM AVENUE EATON, CO 80615	Water Delivery Agreement	-
2354	Extraction Oil & Gas, Inc.	WREN, JOHN ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2355	Extraction Oil & Gas, Inc.	WREN, JOHN ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2356	Extraction Oil & Gas, Inc.	WREN, JOHN ADDRESS ON FILE	Restricted Stock Units, Dated: 05/07/2018	-
2357	Extraction Oil & Gas, Inc.	WREN, JOHN ADDRESS ON FILE	Retention Agreement, Dated: 06/09/2020	-
2358	Extraction Oil & Gas, Inc.	WRIGHT CHOICE INC PO BOX 200046 EVANS, CO 80620	Master Services Agreement, Dated: 01/30/2018	296,488.00
2359	Extraction Oil & Gas, Inc.	WWESCO USA CORPORATION PO BOX 826 YOAKUM, TX 77995	Master Services Agreement, Dated: 07/01/2019	-
2360	Extraction Oil & Gas, Inc.	WYNDEN STARK, LLC DBA GQR GLOBAL MARKETS ATTN: YINKA BRANCO-RHODES, SVP 1038 PRINCETON DR, SUITE B MARINA DEL REY, CA 90292	Agreement for Agency Referrals, Dated: 12/09/2019	-
2361	Extraction Oil & Gas, Inc.	WYOTEX DRILLING VENTURES, LLC 15 BROOKHAVEN TRAIL LITTLETON, CO 80123	Declaration of Pooling and Unit Designation	-
2362	Extraction Oil & Gas, Inc.	WYOTEX DRILLING VENTURES, LLC ATTN: LOUIS A. OSWALD III 1538 WAZEE ST DENVER, CO 80202	Declaration of Pooling and Unit Designation regarding Limited to the Windsor LV F-14H and Windsor LVG-14H Wellbores, Dated: 10/31/2014	-
2363	Extraction Oil & Gas, Inc.	WYOTEX DRILLING VENTURES, LLC ATTN: LOUIS A. OSWALD, III, OPERATIONS MANAGER 1538 WAZEE ST DENVER, CO 80202	Declaration of Pooling and Unit Designation, Dated: 10/31/2014	-
2364	Extraction Oil & Gas, Inc.	WYOTEX DRILLING VENTURES, LLC 1538 WAZEE ST DENVER, CO 80202	Model Form Operating Agreement regarding Thornton #11 & 12 Wells, Dated: 11/17/2014	-
2365	Extraction Oil & Gas, Inc.	WYOTEX DRILLING VENTURES, LLC 1538 WAZEE ST. DENVER, CO 80202	Model Form Operating Agreement regarding Thornton #5, 6, 7, 8, 9, Dated: 11/17/2014	-
2366	Extraction Oil & Gas, Inc.	WYOTEX DRILLING VENTURES, LLC 1538 WAZEE ST DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement dated 10/29/2014	-
2367	Extraction Oil & Gas, Inc.	WYOTEX DRILLING VENTURES, LLC 1538 WAZEE ST DENVER, CO 80202	Model Form Recording Supplement to Operating Agreement and Financing Statement regarding Thornton #11 & 12 Wells, Dated: 11/17/2014	-
2368	Extraction Oil & Gas, Inc.	XCEL NDT LLC. P.O. BOX 146 CLIFTON, KS 66937	Master Services Agreement, Dated: 03/28/2019	19,002.45
2369	Extraction Oil & Gas, Inc.	XL SPECIALTY INSURANCE COMPANY 100 CONSTITUTION PLAZA 17TH FLOOR HARTFORD, CT 6103	Insurance Policy No. ELU16424719 - Director & Officer	-
2370	Extraction Oil & Gas, Inc.	XTR MIDSTREAM, LLC 370 17TH STREET SUITE 5300 DENVER, CO 80202	Pipeline Operating Agreement Aims College Gathering System, Dated: 01/01/2016	-

Schedule of Assumed Executory Contracts and Unexpired Leases

<u>No.</u>	<u>Debtor</u>	<u>Counterparty</u>	<u>Contract Description</u>	<u>Cure Amount</u>
2371	Extraction Oil & Gas, Inc.	XTR MIDSTREAM, LLC 370 17TH STREET SUITE 5300 DENVER, CO 80202	Pipeline Operating Agreement Martin Gathering System, Dated: 08/01/2015	-
2372	Extraction Oil & Gas, Inc.	YEAGER, CHAD ADDRESS ON FILE	LTIP Cash Award, Dated: 04/05/2019	-
2373	Extraction Oil & Gas, Inc.	YEAGER, CHAD ADDRESS ON FILE	Restricted Stock Units, Dated: 03/01/2018	-
2374	Extraction Oil & Gas, Inc.	YEAGER, CHAD ADDRESS ON FILE	Restricted Stock Units, Dated: 04/05/2019	-
2375	Extraction Oil & Gas, Inc.	YEAGER, CHAD ADDRESS ON FILE	Retention Agreement, Dated: 06/09/2020	-
2376	Extraction Oil & Gas, Inc.	YOUNG CONAWAY STARGATT & TAYLOR, LLP ATTN: PAULINE K. MORGAN RODNEY SQUARE 1000 NORTH KING STREET WILMINGTON, DE 19801	Employment Agreement - Serve as Counsel, Dated: 06/09/2020	-
2377	Extraction Oil & Gas, Inc.	ZAP ENGINEERING & CONSTRUCTION SERVICES 333 S. ALLISON PARKWAY SUITE 100 LAKEWOOD, CO 80226	Master Services Agreement, Dated: 10/21/2016	132.00
2378	Extraction Oil & Gas, Inc.	ZAZUETA, FABIAN ADDRESS ON FILE	Restricted Stock Units, Dated: 05/28/2019	-
2379	Extraction Oil & Gas, Inc.	ZION ENGINEERING LLC 8100 E. MAPLEWOOD AVE., SUITE 100 GREENWOOD VILLAGE, CO 80104	Master Services Agreement, Dated: 12/05/2018	212.25
2380	Extraction Oil & Gas, Inc.	ZITO TRUCKING 20680 NIOBRARA BLVD LA SALLE, CO 80645	Master Services Agreement, Dated: 07/15/2016	-
2381	Extraction Oil & Gas, Inc.	ZURICH AMERICAN INSURANCE CO. 13810 FNB PARKWAY OMAHA, NE 68154	Indemnification Agreement, Dated: 08/17/2018	-
2382	Extraction Oil & Gas, Inc.	ZURICH AMERICAN INSURANCE CO. 13810 FNB PARKWAY OMAHA, NE 68154	Insurance Policy No. WC918496806 - Workers Compensation (AOS)	-

Exhibit F

Schedule of Rejected Executory Contracts and Unexpired Leases

Schedule of Rejected Executory Contracts and Unexpired Leases

Counterparty	Debtor	Contract Details (1)
Bidell Gas Compression Inc.	Extraction Oil & Gas, Inc.	Master Rental and Servicing Agreement - Enright #1
Bidell Gas Compression Inc.	Extraction Oil & Gas, Inc.	Master Rental and Servicing Agreement - Enright #2
Transunion Risk and Alternative Data Solutions, Inc.	Extraction Oil & Gas, Inc.	Subscriber Agreement
Seitel Data, Ltd.	Extraction Oil & Gas, Inc.	2D & 3D onshore/Offshore Master Seismic Data Participation and Licensing Agreement

(1) The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract or as to the existence or validity of an held by the Contract counterparty

(2) Extraction Oil & Gas, LLC is now Extraction Oil & Gas, Inc.

Exhibit G

New Warrants Agreement

WARRANT AGREEMENT

between

EXTRACTION OIL & GAS, INC.

and

**AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC,
as Warrant Agent**

Dated as of [●], 2021

Tranche A Warrants to Purchase Common Stock

TABLE OF CONTENTS

	<u>Page</u>
1. Definitions.....	1
2. Warrant Certificates	6
2.1 Original Issuance of Warrants	6
2.2 Form of Warrant Certificates	6
2.3 Execution and Delivery of Warrant Certificates.....	6
2.4 Global Warrant Certificates	7
3. Exercise and Expiration of Warrants	9
3.1 Right to Acquire Common Stock Upon Exercise	9
3.2 Exercise and Expiration of Warrants	9
3.3 Application of Funds upon Exercise of Warrants	11
3.4 Payment of Taxes.....	11
3.5 Cancellation of Warrant Certificates	12
3.6 Shares Issuable.....	12
3.7 Cashless Exercise.....	12
3.8 Cost Basis Information	13
4. Dissolution, Liquidation or Winding up	13
5. Adjustments	13
5.1 Adjustments	13
5.2 Fractional Interest	18
5.3 No Other Adjustments	18
6. Loss or Mutilation.....	18
7. Reservation and Authorization of Common Stock	19
8. Warrant Transfer Books.....	20
9. Warrant Holders.....	21
9.1 No Voting or Dividend Rights	21
9.2 Rights of Action.....	22
9.3 Treatment of Holders of Warrant Certificates	22
10. Concerning the Warrant Agent	22
10.1 Rights and Duties of the Warrant Agent	22
10.2 Limitation of Liability.....	25
10.3 Indemnification.....	25
10.4 Right to Consult Counsel	26
10.5 Compensation and Reimbursement	26
10.6 Warrant Agent May Hold Company Securities	26
10.7 Resignation and Removal; Appointment of Successor.....	26
10.8 Appointment of Countersigning Agent.....	27
11. Notices	29
11.1 Notices Generally.....	29

11.2	Required Notices to Holders	30
12.	Inspection	30
13.	Amendments	30
14.	Waivers	31
15.	Successor to Company	31
16.	Headings	32
17.	Counterparts	32
18.	Severability	32
19.	No Redemption	32
20.	Persons Benefiting	32
21.	Applicable Law	33
22.	Entire Agreement	33
23.	Force Majeure	33
24.	Further Assurances	33
25.	Confidentiality	33

EXHIBITS

Exhibit A Form of Tranche A Warrant Certificate

WARRANT AGREEMENT

This Warrant Agreement (as may be supplemented, amended or amended and restated pursuant to the applicable provisions hereof, this “*Agreement*”), dated as of [●], 2021, between Extraction Oil & Gas, Inc., a Delaware corporation (and any Successor Company (as defined below) that becomes successor to the Company in accordance with Section 15) (the “*Company*”) and American Stock Transfer & Trust Company, LLC, a New York limited liability trust company (the “*Warrant Agent*,” which term includes any successor thereto permitted under this Agreement). Capitalized terms that are used in this Agreement shall have the meanings set forth in Section 1 hereof.

WITNESSETH THAT:

WHEREAS, pursuant to the terms and conditions of the [*Third Amended*] *Joint Plan of Reorganization of Extraction Oil & Gas, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, Docket No. 337 of Case No. 20-11548 (CSS) (as amended from time to time, the “*Plan*”) relating to a reorganization under chapter 11 of title 11 of the United States Code (the “*Bankruptcy Code*”), the Company proposes to issue and deliver Warrants (as defined below) to purchase up to an aggregate of [●] shares of its Common Stock (as defined below), subject to adjustment as provided herein, and the Warrant Certificates (as defined below) evidencing such Warrants;

WHEREAS, each Warrant shall entitle the registered owner thereof to purchase one (1) share of the Common Stock, subject to adjustment as provided herein;

WHEREAS, the Warrants and the shares of Common Stock issuable upon exercise of the Warrants are being issued in an offering in reliance on the exemption from the registration requirements of the Securities Act (as defined below) afforded by Section 1145 of the Bankruptcy Code, and of any applicable state securities or “blue sky” laws; and

WHEREAS, the Company desires that the Warrant Agent act on behalf of the Company, and the Warrant Agent is willing to so act, in connection with the issuance, exchange, transfer, substitution and exercise of Warrants.

NOW THEREFORE, in consideration of the mutual agreements herein contained, the Company and the Warrant Agent agree as follows:

1. Definitions.

“*Action*” has the meaning set forth in Section 11.2(c).

“*Adjustment Events*” has the meaning set forth in Section 5.1.

“*Affiliate*” of any specified Person, means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, “control” when used with respect to any Person means the power to direct the management and policies of such specified Person, directly or indirectly,

whether through the ownership of voting securities, by contract or otherwise, and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“*Agent Members*” has the meaning set forth in Section 2.4(b).

“*Agreement*” has the meaning set forth in the preamble hereto.

“*Applicable Procedures*” means, with respect to any transfer or exchange of, or exercise of any Warrants evidenced by, any Global Warrant Certificate, the rules and procedures of the Depository that apply to such transfer, exchange or exercise.

“*Appropriate Officer*” means (i) the Chief Executive Officer, President, Chief Financial Officer, Chief Accounting Officer, Treasurer or Secretary or any Vice President of the Company or (ii) any other person designated as such by the Board of Directors from time to time.

“*Bankruptcy Code*” has the meaning set forth in the recitals hereto.

“*Board of Directors*” means either the board of directors of the Company or any duly authorized committee of that board.

“*Business Day*” means each Monday, Tuesday, Wednesday, Thursday and Friday which is not a legal holiday in the State of New York or a day on which banking institutions and trust companies in the state in which the Corporate Agency Office is located are authorized or obligated by law, regulation or executive order to close.

“*Commission*” means the Securities and Exchange Commission, or any other federal agency at the time administering the Securities Act or the Exchange Act, whichever is the relevant statute for the particular purpose.

“*Common Stock*” means, subject to the provisions of Section 5.1(f), the common stock, par value \$0.01 per share, of the Company.

“*Company*” means the company identified in the preamble hereto.

“*Company Order*” means a written request or order signed in the name of the Company by an Appropriate Officer and delivered to the Warrant Agent.

“*Constituent Person*” has the meaning set forth in Section 5.1(f)(i)(A).

“*Corporate Agency Office*” has the meaning set forth in Section 8.

“*Countersigning Agent*” means any Person authorized by the Warrant Agent to act on behalf of the Warrant Agent to countersign Warrant Certificates.

“*Current Market Price*” means on any date:

(i) if the reference is to the per share price of Common Stock on any date herein specified and if on such date the Common Stock is listed or admitted to trading on any U.S.

national securities exchange or traded and quoted in the over-the-counter market in the United States:

(A) for the purpose of any computation under this Agreement (except under Section 5.2), the average of the Quoted Prices for the 30 consecutive Trading Days ending on such date or, if such date is not a Trading Day, on the next preceding Trading Day; or

(B) for the purposes of any computation under Section 5.2, the Quoted Price for such date or, if such date is not a Trading Day, for the next preceding Trading Day; or

(ii) if the reference is to the per share price of Common Stock on any date herein specified and if on such date the Common Stock is not listed or admitted to trading on any U.S. national securities exchange or traded and quoted in the over-the-counter market in the United States, the amount which a willing buyer would pay a willing seller in an arm's length transaction on such date (neither being under any compulsion to buy or sell) for one (1) share of the Common Stock as determined as of such date by the Treasurer, Chief Financial Officer or Chief Accounting Officer of the Company in good faith, whose determination shall be final and conclusive and evidenced by a certificate of such officer delivered to the Warrant Agent.

For the avoidance of doubt, no appraisal of any Person or third-party (other than the Treasurer, Chief Financial Officer or Chief Accounting Officer of the Company as further described in clause (ii) above shall be permitted or required to determine the Current Market Price.

“Definitive Warrant Certificate” means a Warrant Certificate registered in the name of the Holder thereof that does not bear the Global Warrant Legend and that does not have a “Schedule of Decreases in Warrants” attached thereto.

“Depository” means DTC and its successors as depository hereunder.

“DTC” means The Depository Trust Company.

“Exchange Act” means the Securities Exchange Act of 1934 and any statute successor thereto, in each case, as amended from time to time.

“Exercise Date” has the meaning set forth in Section 3.2(f).

“Exercise Form” has the meaning set forth in Section 3.2(c).

“Exercise Period” means the period from and including the Original Issue Date to and including the Expiration Date.

“**Exercise Price**” means the exercise price per share of Common Stock, initially set at \$[●]¹, subject to adjustment as provided in Section 5.1.

“**Expiration Date**” means the earlier to occur of (i) the Scheduled Expiration Date and (ii) a Winding Up.

“**Funds**” has the meaning set forth in Section 3.3.

“**Global Warrant Certificate**” means a Warrant Certificate deposited with or on behalf of and registered in the name of the Depositary or its nominee, that bears the Global Warrant Legend and that has the “Schedule of Decreases in Warrants” attached thereto.

“**Global Warrant Legend**” means the legend set forth in Section 2.4(a).

“**Holder**” means any Person in whose name at the time any Warrant Certificate is registered upon the Warrant Register and, when used with respect to any Warrant Certificate, the Person in whose name such Warrant Certificate is registered in the Warrant Register.

“**Non-Surviving Transaction**” has the meaning set forth in Section 5.1(f).

“**Original Issue Date**” means [●], 2021, the date on which Warrants are originally issued under this Agreement.

“**outstanding**” when used with respect to any Warrants, means, as of the time of determination, all Warrants theretofore originally issued under this Agreement, as adjusted pursuant to Section 5.1, except (i) Warrants that have been exercised pursuant to Section 3.2(a), (ii) Warrants that have expired, terminated or become void pursuant to Section 3.2(b) or Section 4 and (iii) Warrants that have otherwise been acquired by the Company; provided, however, that in determining whether the Holders of the requisite amount of the outstanding Warrants have given any request, demand, authorization, direction, notice, consent or waiver under the provisions of this Agreement, Warrants held directly or beneficially by the Company or any Subsidiary of the Company or any of their respective employees shall be disregarded and deemed not to be outstanding.

“**Person**” means any individual, corporation, limited liability company, partnership, joint venture, trust, association, joint-stock company, business trust or any other entity, unincorporated organization or government or any agency or political subdivision thereof.

“**Plan**” has the meaning set forth in the recitals hereto.

“**Quoted Price**” means, on any Trading Day, with respect to the Common Stock, the VWAP of the Common Stock on such Trading Day on the principal U.S. national securities exchange on which the Common Stock is listed or admitted to trading or, if the Common Stock is not listed or admitted to trading on any U.S. national securities exchange, the average of the closing bid and asked prices in the over-the-counter market in the United States as furnished by any New

¹ Note to Draft: To be an equity value implying a 125% recovery to the senior notes on the face value of their claims (including accrued interest through the effective date).

York Stock Exchange member firm that shall be selected from time to time by the Company for that purpose.

“*Recipient*” has the meaning set forth in Section 3.2(e).

“*Required Warrant Holders*” means Holders of Warrant Certificates evidencing a majority of the then-outstanding Warrants.

“*Scheduled Expiration Date*” means [●], 2025 (the fourth (4th) anniversary of the Original Issue Date) or, if not a Business Day, then the next Business Day thereafter.

“*Securities Act*” means the Securities Act of 1933, as amended.

“*Subsidiary*” means a Person more than 50% of the outstanding voting stock of which is owned, directly or indirectly, by the Company or by one or more other Subsidiaries, or by the Company and one or more other Subsidiaries. For purposes of this definition, “voting stock” means stock, shares or other equity interests (including partnership interests) which ordinarily have voting power for the election of directors, managers, general partners or trustees, whether at all times or only so long as no senior class of stock, shares or other equity interests (including partnership interests) have such voting power by reason of any contingency.

“*Substituted Securities*” has the meaning set forth in Section 5.1(f)(i)(A).

“*Successor Company*” has the meaning set forth in Section 15.

“*Surviving Transaction*” has the meaning set forth in Section 5.1(f).

“*Trading Day*” means a day on which trading in the Common Stock (or other applicable security) generally occurs on the principal exchange or market on which the Common Stock (or other applicable security) is then listed or traded; provided that if the Common Stock (or other applicable security) are not so listed or traded, “Trading Day” means a Business Day.

“*Transaction*” has the meaning set forth in Section 5.1(f).

“*VWAP*” means the volume-weighted average price for trading hours of the regular trading session (including any extensions thereof), determined without regard to pre-open or after-hours trading or any other trading outside of the trading hours of the regular trading session (including any extensions thereof).

“*Warrant Agent*” has the meaning set forth in the preamble hereto.

“*Warrant Certificates*” means those certain warrant certificates evidencing the Warrants, substantially in the form set forth in Exhibit A attached hereto, which, for the avoidance of doubt, are either Global Warrant Certificates or Definitive Warrant Certificates.

“*Warrant Register*” has the meaning set forth in Section 8.

“*Warrants*” means those certain warrants to purchase initially up to an aggregate of [●] Common Stock at the Exercise Price, subject to adjustment pursuant to Section 5, issued hereunder.

“*Winding Up*” has the meaning set forth in Section 4.

2. Warrant Certificates.

2.1 Original Issuance of Warrants.

(a) On the Original Issue Date, one or more Global Warrant Certificates evidencing the Warrants shall be executed by the Company and delivered to the Warrant Agent for countersignature, and the Warrant Agent shall, upon receipt of a Company Order and at the direction of the Company set forth therein, countersign (by manual or electronic signature) and deliver such Global Warrant Certificates for original issuance to the Depository, or its custodian, for crediting to the accounts of its participants for the benefit of the holders of beneficial interests in the Warrants on the Original Issue Date pursuant to the Applicable Procedures of the Depository on the Original Issue Date.

(b) Except as set forth in Section 2.4, Section 3.2(d), Section 6 and Section 8, the Global Warrant Certificates delivered to the Depository (or a nominee thereof) on the Original Issue Date shall be the only Warrant Certificates issued or outstanding under this Agreement.

(c) Each Warrant Certificate shall evidence the number of Warrants specified therein, and each Warrant evidenced thereby shall represent the right, subject to the provisions contained herein and therein, to purchase one (1) share of Common Stock, subject to adjustment as provided in Section 5.

2.2 Form of Warrant Certificates.

The Warrant Certificates evidencing the Warrants shall be in registered form only and substantially in the form set forth in Exhibit A hereto, shall be dated the date on which countersigned by the Warrant Agent, shall have such insertions as are appropriate or required or permitted by this Agreement and may have such letters, numbers or other marks of identification and such legends and endorsements typed, stamped, printed, lithographed or engraved thereon (which does not impact the Warrant Agent’s rights, duties or immunities) as the officers of the Company executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Agreement, or as may be required to comply with any law or with any rule or regulation pursuant thereto or with any rule or regulation of any securities exchange on which the Warrants may be listed, or to conform to usage.

2.3 Execution and Delivery of Warrant Certificates.

(a) Warrant Certificates evidencing the Warrants which may be countersigned and delivered under this Agreement are limited to Warrant Certificates evidencing [●] Warrants except for Warrant Certificates countersigned and delivered upon registration of transfer of, or in exchange for, or in lieu of, one or more previously countersigned Warrant Certificates pursuant to Section 2.4, Section 3.2(d), Section 6 and Section 8.

(b) The Warrant Agent is hereby authorized to countersign (by manual or electronic signature) and deliver Warrant Certificates as required by Section 2.1 or by Section 2.4, Section 3.2(d), Section 6 or Section 8.

(c) The Warrant Certificates shall be executed in the corporate name and on behalf of the Company by the Chairman of the Board of Directors, the Chief Executive Officer, the President or any one of the Vice Presidents of the Company under corporate seal reproduced thereon (if the Company has a corporate seal) and attested to by the Secretary or one of the Assistant Secretaries of the Company, either manually or by electronic signature printed thereon. The Warrant Certificates shall be countersigned, either by manual or electronic signature, by the Warrant Agent and shall not be valid for any purpose unless so countersigned. In case any officer of the Company whose signature shall have been placed upon any of the Warrant Certificates shall cease to be such officer of the Company before countersignature by the Warrant Agent and issue and delivery thereof, such Warrant Certificates may, nevertheless, be countersigned by the Warrant Agent and issued and delivered with the same force and effect as though such person had not ceased to be such officer of the Company, and any Warrant Certificate may be signed on behalf of the Company by such person as, at the actual date of the execution of such Warrant Certificate, shall be a proper officer of the Company, although at the date of the execution of this Agreement any such person was not such officer.

2.4 Global Warrant Certificates.

(a) Any Global Warrant Certificate shall bear the legend substantially in the form set forth in Exhibit A hereto (the “**Global Warrant Legend**”).

(b) So long as a Global Warrant Certificate is registered in the name of the Depository or its nominee, members of, or participants in, the Depository (“**Agent Members**”) shall have no rights under this Agreement with respect to the Warrants evidenced by such Global Warrant Certificate held on their behalf by the Depository or its custodian, and the Depository may be treated by the Company, the Warrant Agent and any agent of the Company or the Warrant Agent as the absolute owner of such Warrants, and as the sole Holder of such Warrant Certificate, for all purposes. Accordingly, any such Agent Member’s beneficial interest in such Warrants will be shown only on, and the transfer of such interest shall be effected only through, records maintained by the Depository or its nominee or its Agent Members, and neither the Company nor the Warrant Agent shall have any responsibility or liability with respect to such records maintained by the Depository or its nominee or its Agent Members. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Warrant Agent or any agent of the Company or the Warrant Agent from giving effect to any written certification, proxy or other authorization furnished by the Depository or impair, as between the Depository and its Agent Members, the operation of customary practices governing the exercise of the rights of a holder of any security.

(c) Any holder of a beneficial interest in Warrants evidenced by a Global Warrant Certificate registered in the name of the Depository or its nominee shall, by acceptance of such beneficial interest, agree that transfers of beneficial interests in the Warrants evidenced by such Global Warrant Certificate may be effected only through a book-entry system maintained by the Depository as the Holder of such Global Warrant Certificate (or its agent), and that ownership

of a beneficial interest in Warrants evidenced thereby shall be reflected solely in such book-entry form.

(d) Transfers of a Global Warrant Certificate registered in the name of the Depository or its nominee shall be limited to transfers in whole, and not in part, to the Depository, its successors, and their respective nominees except as set forth in Section 2.4(e). Interests of beneficial owners in a Global Warrant Certificate registered in the name of the Depository or its nominee shall be transferred in accordance with the Applicable Procedures of the Depository.

(e) A Global Warrant Certificate registered in the name of the Depository or its nominee shall be exchanged for Definitive Warrant Certificates only if the Depository (i) has notified the Company that it is unwilling or unable to continue as or ceases to be a clearing agency registered under Section 17A of the Exchange Act and (ii) a successor to the Depository registered as a clearing agency under Section 17A of the Exchange Act is not able to be appointed by the Company within 90 days or the Depository is at any time unwilling or unable to continue as Depository and a successor to the Depository is not able to be appointed by the Company within 90 days. In any such event, each Global Warrant Certificate registered in the name of the Depository or its nominee shall be surrendered to the Warrant Agent for cancellation in accordance with Section 3.5, and the Company shall execute, and the Warrant Agent shall countersign and deliver, upon the Company's instruction, to each beneficial owner identified by the Depository, in exchange for such beneficial owner's beneficial interest in such Global Warrant Certificate, Definitive Warrant Certificates evidencing, in the aggregate, the number of Warrants theretofore represented by such Global Warrant Certificate with respect to such beneficial owner's respective beneficial interest. Any Definitive Warrant Certificate delivered in exchange for an interest in a Global Warrant Certificate pursuant to this Section 2.4(e) shall not bear the Global Warrant Legend. Interests in any Global Warrant Certificate may not be exchanged for Definitive Warrant Certificates other than as provided in this Section 2.4(e).

(f) The holder of a Global Warrant Certificate registered in the name of the Depository or its nominee may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a Holder of a Warrant Certificate is entitled to take under this Agreement or such Global Warrant Certificate.

(g) Each Global Warrant Certificate will evidence such of the outstanding Warrants as will be specified therein and each shall provide that it evidences the aggregate number of outstanding Warrants from time to time endorsed thereon and that the aggregate number of outstanding Warrants evidenced thereby may from time to time be reduced, to reflect exercises or expirations. Any endorsement of a Global Warrant Certificate to reflect the amount of any decrease in the aggregate number of outstanding Warrants evidenced thereby will be made by the Warrant Agent (i) in the case of an exercise, in accordance with the Applicable Procedures as required by Section 3.2(c) or (ii) in the case of an expiration, in accordance with Section 3.2(b).

(h) The Company initially appoints DTC to act as Depository with respect to the Global Warrant Certificates.

(i) Every Warrant Certificate authenticated and delivered in exchange for, or in lieu of, a Global Warrant Certificate or any portion thereof, pursuant to this Section 2.4 or Section 8 or Section 10, shall be authenticated and delivered in the form of, and shall be, a Global Warrant Certificate, and a Global Warrant Certificate may not be exchanged for a Definitive Warrant Certificate, in each case, other than as provided in Section 2.4(e). Whenever any provision herein refers to issuance by the Company and countersignature and delivery by the Warrant Agent of a new Warrant Certificate in exchange for the portion of a surrendered Warrant Certificate that has not been exercised, in lieu of the surrender of any Global Warrant Certificate and the issuance, countersignature and delivery of a new Global Warrant Certificate in exchange therefor, the Warrant Agent, on the Company's instruction, may endorse such Global Warrant Certificate to reflect a reduction in the number of Warrants evidenced thereby in the amount of Warrants so evidenced that have been so exercised.

(j) Beneficial interests in any Global Warrant Certificate may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Global Warrant Certificate in accordance with the Applicable Procedures.

(k) At such time as all Warrants evidenced by a particular Global Warrant Certificate have been exercised or expired, terminated or become void in whole and not in part, such Global Warrant Certificate shall, if not in custody of the Warrant Agent, be surrendered to or retained by the Warrant Agent for cancellation in accordance with Section 3.5.

3. Exercise and Expiration of Warrants.

3.1 Right to Acquire Common Stock Upon Exercise. Each Warrant Certificate duly issued by the Company shall, when countersigned by the Warrant Agent, entitle the Holder thereof, subject to the provisions thereof and of this Agreement, to acquire from the Company, for each Warrant evidenced thereby, one (1) share of Common Stock at the Exercise Price, subject to adjustment as provided in this Agreement. The Exercise Price, and the number of shares of Common Stock obtainable upon exercise of each Warrant, shall be adjusted from time to time as required by Section 5.1.

3.2 Exercise and Expiration of Warrants.

(a) Exercise of Warrants. Subject to and upon compliance with the terms and conditions set forth herein, a Holder of a Warrant Certificate may exercise all or any whole number of the Warrants evidenced thereby, on any Business Day from and after the Original Issue Date until 5:00 p.m., New York time, on the Expiration Date, for the shares of Common Stock obtainable thereunder.

(b) Expiration of Warrants. The Warrants, to the extent not exercised prior thereto, shall automatically expire, terminate and become void as of 5:00 p.m., New York time, on the Expiration Date. No further action of any Person (including by, or on behalf of, any Holder, the Company, or the Warrant Agent) shall be required to effectuate the expiration of Warrants pursuant to this Section 3.2(b).

(c) Method of Exercise. In order for a Holder to exercise all or any of the Warrants represented by a Warrant Certificate, the Holder thereof must (i) (x) in the case of a

Global Warrant Certificate, deliver to the Warrant Agent an exercise form for the election to exercise such Warrants substantially in the form set forth in Exhibit A hereto (an “**Exercise Form**”), setting forth the number of Warrants being exercised and otherwise properly completed and duly executed by the Holder thereof and deliver such Warrants by book-entry transfer through the facilities of the Depository to the Warrant Agent in accordance with the Applicable Procedures and otherwise comply with the Applicable Procedures in respect of the exercise of such Warrants or (y) in the case of a Definitive Warrant Certificate, at the Corporate Agency Office, (I) deliver to the Warrant Agent an Exercise Form, setting forth the number of Warrants being exercised and otherwise properly completed and duly executed by the Holder thereof as well as any such other necessary information the Warrant Agent may reasonably require, and (II) surrender to the Warrant Agent the Definitive Warrant Certificate evidencing such Warrants; and (ii) pay to the Warrant Agent an amount equal to all taxes required to be paid by the Holder, if any, pursuant to Section 3.4 prior to, or concurrently with, exercise of such Warrants by wire transfer in immediately available funds, to the account (No. [●]; ABA No. [●]; Reference: Extraction Oil & Gas, Inc.; Attention: [Chief Accounting Officer]²) of the Company at the Warrant Agent or such other account as the Warrant Agent shall have given notice to the Company and such Holder in accordance with Section 11.1(b). For the avoidance of doubt, any exercise of any Warrant shall be “net share settled” pursuant to a cashless exercise as described in Section 3.7.

(d) Partial Exercise. If fewer than all the Warrants represented by a Warrant Certificate are exercised, (i) in the case of exercise of Warrants evidenced by a Global Warrant Certificate, the Warrant Agent shall cause the custodian of DTC to endorse the “Schedule of Decreases in Warrants” attached to such Global Warrant Certificate to reflect the Warrants being exercised and (ii) in the case of exercise of Warrants evidenced by a Definitive Warrant Certificate, such Definitive Warrant Certificate shall be surrendered and a new Definitive Warrant Certificate of the same tenor and for the number of Warrants which were not exercised shall be executed by the Company. The Warrant Agent shall countersign the new Definitive Warrant Certificate, registered in such name or names, subject to the provisions of Section 8 regarding registration of transfer and payment of governmental charges in respect thereof, as may be directed in writing by the Holder, and shall deliver the new Definitive Warrant Certificate to the Person or Persons in whose name such new Definitive Warrant Certificate is so registered. The Company, whenever required by the Warrant Agent, will supply the Warrant Agent with Definitive Warrant Certificates duly executed on behalf of the Company for such purpose.

(e) Issuance of Common Stock. Upon due exercise of Warrants evidenced by any Warrant Certificate in conformity with the foregoing provisions of Section 3.2(c), the Warrant Agent shall, when actions specified in Section 3.2(c)(i) have been effected and any payment specified in Section 3.2(c)(ii) is received, deliver to the Company the Exercise Form received pursuant to Section 3.2(c)(i), deliver or deposit any funds, in accordance with Section 3.3, received as instructed in writing by the Company and advise the Company by telephone at the end of such day of the amount of funds so deposited to its account. The Company shall thereupon, as promptly as practicable, and in any event within two (2) Business Days after the Exercise Date referred to below, (i) determine the number of shares of Common Stock issuable pursuant to exercise of such Warrants pursuant to Section 3.7 and (ii) (x) in the case of exercise of Warrants evidenced by a Global Warrant Certificate, deliver or cause to be delivered to the Recipient (as defined below) in

² Note to Draft: XOG to confirm.

accordance with the Applicable Procedures shares of Common Stock in book-entry form to be so held through the facilities of DTC in an amount equal to, or, if the Common Stock may not then be held in book-entry form through the facilities of DTC, duly executed certificates representing, or (y) in the case of exercise of Warrants evidenced by Definitive Warrant Certificates, execute or cause to be executed and deliver or cause to be delivered to the Recipient (as defined below) a certificate or certificates representing, in case of (x) and (y), the aggregate number of shares of Common Stock issuable upon such exercise (based upon the aggregate number of Warrants so exercised), as so determined, together with an amount in cash in lieu of any fractional share(s), if the Company so elects pursuant to Section 5.2. The shares of Common Stock in book-entry form or certificate or certificates representing shares of Common Stock so delivered shall be, to the extent possible, in such denomination or denominations as such Holder shall request in the applicable Exercise Form and shall be registered or otherwise placed in the name of, and delivered to, the Holder or, subject to Section 3.4, such other Person as shall be designated by the Holder in such Exercise Form (the Holder or such other Person being referred to herein as the “**Recipient**”).

(f) Time of Exercise. Each exercise of a Warrant shall be deemed to have been effected immediately prior to the close of business on the day on which each of the requirements for exercise of such Warrant specified in Section 3.2(c) has been duly satisfied (the “**Exercise Date**”). At such time, shares of Common Stock in book-entry form or the certificates for the shares of Common Stock issuable upon such exercise as provided in Section 3.2(e) shall be deemed to have been issued and, for all purposes of this Agreement, the Recipient shall, as between such Person and the Company, be deemed to be and entitled to all rights of the holder or record of such Common Stock.

3.3 Application of Funds upon Exercise of Warrants. All funds received by the Warrant Agent under this Agreement that are to be distributed or applied by the Warrant Agent in the performance of services (the “**Funds**”) shall be held by the Warrant Agent in its name as agent for the Company. Until paid pursuant to the terms of this Agreement, the Warrant Agent will hold the Funds through such accounts in: deposit accounts of commercial banks with Tier 1 capital exceeding \$1 billion or with an average rating above investment grade by S&P (LT Local Issuer Credit Rating), Moody’s (Long Term Rating) and Fitch Ratings, Inc. (LT Issuer Default Rating) (each as reported by Bloomberg Finance L.P.). The Warrant Agent shall have no responsibility or liability for any diminution of the Funds that may result from any deposit made by the Warrant Agent in accordance with this paragraph, including any losses resulting from a default by any bank, financial institution or other third party. The Warrant Agent may from time to time receive interest, dividends or other earnings in connection with such deposits. The Warrant Agent shall not be obligated to pay such interest, dividends or earnings to the Company, any holder or any other party. The Warrant Agent shall forward funds received for Warrant exercises in a given month by the fifth (5th) Business Day of the following month by wire transfer to an account designated by the Company or as the Warrant Agent otherwise may be directed in writing by the Company.

3.4 Payment of Taxes. The Company shall pay any and all taxes (other than income taxes) that may be payable in respect of the issue or delivery of shares of Common Stock on exercise of Warrants pursuant hereto. The Company or the Warrant Agent shall not be required, however, to pay any tax or other charge imposed in respect of any transfer involved in the issue and delivery of shares of Common Stock in book-entry form or any certificates for shares of Common Stock or payment of cash or other property to any Recipient other than, in the case of

the Company, the Holder of the Warrant Certificate evidencing the exercised Warrant, and in case of such transfer or payment, the Warrant Agent and the Company shall not be required to issue or deliver any shares of Common Stock in book-entry form or any certificate or pay any cash until (a) such tax or charge has been paid or an amount sufficient for the payment thereof has been delivered to the Warrant Agent or the Company or (b) it has been established to the Company's or Warrant Agent's satisfaction that any such tax or other charge that is or may become due has been paid.

3.5 Cancellation of Warrant Certificates. Any Definitive Warrant Certificate surrendered for exercise shall, if surrendered to the Company, be delivered to the Warrant Agent. All Warrant Certificates surrendered or delivered to or received by the Warrant Agent for cancellation pursuant to this Section 3.5 or Section 2.4(e) or Section 2.4(j) shall be promptly cancelled by the Warrant Agent and shall not be reissued by the Company. The Warrant Agent shall destroy any such cancelled Warrant Certificates and deliver its certificate of destruction to the Company, unless the Company shall otherwise direct in writing.

3.6 Shares Issuable. The number of shares of Common Stock "obtainable upon exercise" of Warrants at any time shall be the number of shares of Common Stock into which such Warrants are then exercisable. The Company will confirm the number of shares obtainable upon exercise if so requested by the Warrant Agent. The number of shares of Common Stock "into which each Warrant is exercisable" shall be one (1) share, subject to adjustment as provided in Section 5.1.

3.7 Cashless Exercise. Notwithstanding any provisions herein to the contrary, upon exercise of any Warrants the Company shall issue to the Holder a number of shares of Common Stock with respect to the Warrants being exercised computed using the following formula:

$$X = (Y (A-B)) \div A$$

- Where X = the number of shares of Common Stock to be issued to the Holder in respect of the Warrants being exercised;
- Y = the number of shares of Common Stock into which the Warrants being exercised by the Holder are exercisable (on the Exercise Date);
- A = the Current Market Price of one (1) share of Common Stock (on the Exercise Date); and
- B = the applicable Exercise Price (as adjusted through and including the Exercise Date).

If the foregoing calculation results in a negative number, then no Common Stock shall be issued upon exercise pursuant to this Section 3.

The Company shall calculate and transmit to the Warrant Agent the number of shares of Common Stock to be issued on such exercise, and the Warrant Agent shall have no obligation under this Agreement to calculate, confirm or verify such amount.

3.8 Cost Basis Information. The Company hereby instructs the Warrant Agent to record cost basis for newly issued shares at the time of exercise in accordance with instructions by the Company. If the Company does not provide such cost basis information to the Warrant Agent, as outlined above, then the Warrant Agent will treat those shares issued hereunder as uncovered securities or the equivalent, and each holder of such shares will need to obtain such cost basis information from the Company.

4. Dissolution, Liquidation or Winding up.

Unless Section 5.1(f) applies, if, on or prior to the Expiration Date, the Company (or any other Person controlling the Company) shall propose a voluntary or involuntary dissolution, liquidation or winding up (a “*Winding Up*”) of the affairs of the Company, the Company shall give written notice thereof to the Warrant Agent and all Holders in the manner provided in Section 11.1(b) at least ten (10) business days prior to the date on which such Winding Up is expected to become effective or, if earlier, the record date for such Winding Up. Such notice shall also specify the date as of which the holders of record of the shares of Common Stock shall be entitled to exchange their shares for securities, money or other property deliverable upon such Winding Up, on which date (i) each Holder of Warrant Certificates shall receive the securities, money or other property which such Holder would have been entitled to receive had such Holder been the holder of record of the shares of Common Stock into which the Warrants were exercisable immediately prior to such Winding Up (net of the then applicable Exercise Price) and (ii) the rights to exercise the Warrants shall terminate.

Unless Section 5.1(f) applies, in case of any such Winding Up of the Company, the Company shall deposit with the Warrant Agent any funds or other property which the Holders are entitled to receive pursuant to the above paragraph, together with a Company Order as to the distribution thereof. After receipt of such deposit from the Company and after receipt of surrendered Warrant Certificates evidencing Warrants, and any such other necessary information as the Warrant Agent may reasonably require, the Warrant Agent shall make payment in the appropriate amount to such Person or Persons as it may be directed in writing by the Holder surrendering such Warrant Certificate. The Warrant Agent shall not be required to pay interest on any money deposited pursuant to the provisions of this Section 4 except such as it shall agree with the Company to pay thereon. Any moneys, securities or other property which at any time shall be deposited by the Company or on its behalf with the Warrant Agent pursuant to this Section 4 shall be, and are hereby, assigned, transferred and set over to the Warrant Agent in accordance with Section 3.3 hereof; provided, that, moneys, securities or other property need not be segregated from other funds, securities or other property held by the Warrant Agent except to the extent required by law.

5. Adjustments.

5.1 Adjustments. In order to prevent dilution of the rights granted under the Warrants and to grant the Holders certain additional rights, the Exercise Price shall be subject to adjustment

from time to time only as specifically provided in this Section 5.1 (the “*Adjustment Events*”) and the number of shares of Common Stock obtainable upon exercise of Warrants shall be subject to adjustment from time to time only as specifically provided in this Section 5.1.

(a) Subdivisions and Combinations. In the event the Company shall, at any time or from time to time after the Original Issue Date while any Warrants remain outstanding and unexpired in whole or in part, effect a subdivision (by any stock split or otherwise) of the outstanding shares of Common Stock into a greater number of shares of Common Stock (other than (x) a subdivision upon a Transaction to which Section 5.1(f) applies or (y) a stock split effected by means of a stock dividend or distribution to which Section 5.1(b) applies), then and in each such event the Exercise Price in effect at the opening of business on the day after the date upon which such subdivision becomes effective shall be proportionately decreased. Conversely, if the Company shall, at any time or from time to time after the Original Issue Date while any Warrants remain outstanding and unexpired in whole or in part, effect a combination (by any reverse stock split, combination, subdivision or otherwise) of the outstanding shares of Common Stock into a smaller number of shares of Common Stock (other than a combination upon a Transaction to which Section 5.1(f) applies), then and in each such event the Exercise Price in effect at the opening of business on the day after the date upon which such combination becomes effective shall be proportionately increased. Any adjustment under this Section 5.1(a) shall become effective immediately after the opening of business on the day after the date upon which the subdivision or combination becomes effective.

(b) Common Stock Dividends. In the event the Company shall, at any time or from time to time after the Original Issue Date while any Warrants remain outstanding and unexpired in whole or in part, make or issue to the holders of its Common Stock a dividend or distribution payable in, or otherwise make or issue a dividend or other distribution on any class of its capital stock payable in, shares of Common Stock (other than a dividend or distribution upon a Transaction to which Section 5.1(f) applies), then and in each such event the Exercise Price in effect at the opening of business on the day after the date for the determination of the holders of shares of Common Stock entitled to receive such dividend or distribution shall be decreased by multiplying such Exercise Price by a fraction (not to be greater than 1):

(i) the numerator of which shall be the total number of shares of Common Stock issued and outstanding at the close of business on such date for determination; and

(ii) the denominator of which shall be the total number of shares of Common Stock issued and outstanding at the close of business on such date for determination plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Any adjustment under this Section 5.1(b) shall become effective immediately after the opening of business on the day after the date the holders of shares of Common Stock receive such dividend or distribution.

(c) Reclassifications. A reclassification of the Common Stock (other than any such reclassification in connection with a Transaction to which Section 5.1(f) applies) into shares of Common Stock and shares of any other class of stock shall be deemed, if the outstanding shares

of Common Stock shall be changed into a larger or smaller number of shares of Common Stock as a part of such reclassification, a subdivision or combination, as the case may be, of the outstanding shares of Common Stock for the purposes and within the meaning of Section 5.1(a) (and the effective date of such reclassification shall be deemed to be “the date upon which such subdivision becomes effective” or “the date upon which such combination becomes effective,” as applicable, for the purposes and within the meaning of Section 5.1(a)).

(d) Other Provisions Applicable to Adjustments. The following provisions shall be applicable to the making of adjustments to the Exercise Price and the number of shares of Common Stock into which each Warrant is exercisable under this Section 5.1:

(i) Treasury Stock. The dividend or distribution of any issued shares of Common Stock owned or held by or for the account of the Company shall be deemed a dividend or distribution of shares of Common Stock for purposes of Section 5.1(b). The Company shall not make or issue any dividend or distribution on shares of Common Stock held in the treasury of the Company. For the purposes of Section 5.1(b), the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of the Company.

(ii) When Adjustments Are to be Made. The adjustments required by Section 5.1(a), Section 5.1(b) and Section 5.1(c) shall be made whenever and as often as any specified event requiring an adjustment shall occur, except that no adjustment of the Exercise Price that would otherwise be required shall be made unless and until such adjustment either by itself or with other adjustments not previously made increases or decreases the Exercise Price immediately prior to the making of such adjustment by at least 1%. Any adjustment representing a change of less than such minimum amount (except as aforesaid) shall be carried forward and made as soon as such adjustment, together with other adjustments required by Section 5.1(a), Section 5.1(b) and Section 5.1(c) and not previously made, would result in such minimum adjustment.

(iii) Fractional Interests. In computing adjustments under Section 5.1, fractional interests in Common Stock shall be taken into account to the nearest one-thousandth (1/1000) of a share.

(e) Adjustment to Shares Obtainable Upon Exercise. Whenever the Exercise Price is adjusted as provided in this Section 5.1, the number of shares of Common Stock into which a Warrant is exercisable shall simultaneously be adjusted by multiplying such number of shares of Common Stock into which a Warrant is exercisable immediately prior to such adjustment by a fraction, the numerator of which shall be the Exercise Price immediately prior to such adjustment, and the denominator of which shall be the Exercise Price immediately thereafter.

(f) Changes in Common Stock. In case at any time or from time to time after the Original Issue Date while any Warrants remain outstanding and unexpired in whole or in part, the Company shall be a party to or shall otherwise engage in any transaction or series of related transactions constituting: (1) a merger of the Company into, a direct or indirect sale of all of the Company's equity to, or a consolidation of the Company with, any other Person in which the previously outstanding shares of Common Stock shall be (either directly or upon subsequent

liquidation) cancelled, reclassified or converted or changed into or exchanged for securities or other property (including cash) or any combination of the foregoing, or a sale or transfer of all or substantially all of the assets of the Company and its Subsidiaries (taken as a whole) (a “**Non-Surviving Transaction**”), or (2) any merger of another Person into the Company in which the previously outstanding shares of Common Stock shall be cancelled, reclassified or converted or changed into or exchanged for securities of the Company or other property (including cash) or any combination of the foregoing (a “**Surviving Transaction**”; any Non-Surviving Transaction or Surviving Transaction being herein called a “**Transaction**”) then:

(i) as a condition to the consummation of such Transaction, the Company shall cause such other Person to execute and deliver to the Warrant Agent a written instrument providing that:

(A) so long as any Warrant remains outstanding in whole or in part (including after giving effect to the changes specified under clause (B) below), such Warrant, upon the exercise thereof at any time on or after the consummation of such Transaction, shall be exercisable (on such terms and subject to such conditions as shall be as nearly equivalent as may be practicable to the provisions set forth in this Agreement) into, in lieu of the Common Stock issuable upon such exercise prior to such consummation, only the securities (“**Substituted Securities**”) that would have been receivable upon such Transaction by a holder of the number of shares of Common Stock into which such Warrant was exercisable immediately prior to such Transaction assuming, in the case of any such Transaction, if (as a result of rights of election or otherwise) the kind or amount of securities, cash and other property receivable upon such Transaction is not the same for each share of Common Stock held immediately prior to such Transaction, such holder of Common Stock is a Person that is neither (I) an employee of the Company or of any Subsidiary thereof nor (II) a Person with which the Company consolidated or into which the Company merged or which merged into the Company or to which such sale or transfer was made, as the case may be (“**Constituent Person**”), or an Affiliate of a Constituent Person; and

(B) the rights and obligations of such other Person and the Holders in respect of Substituted Securities shall be substantially unchanged to be as nearly equivalent as may be practicable to the rights and obligations of the Company and Holders in respect of Common Stock hereunder as set forth in Section 3.1 hereof;

(ii) with respect to any Transaction, such written instrument under clause (i) above shall provide for adjustments which, for events subsequent to the effective date of such written instrument shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 5. The above provisions of this Section 5.1(f) shall similarly apply to successive Transactions.

(g) Compliance with Governmental Requirements. Before taking any action that would cause an adjustment reducing the Exercise Price below the then par value of any of the shares of Common Stock into which the Warrants are exercisable, the Company will take any

corporate action that may be necessary in order that the Company may validly and legally issue fully paid and non-assessable shares of such Common Stock at such adjusted Exercise Price.

(h) Optional Tax Adjustment. The Company may at its option, at any time during the term of the Warrants, increase the number of shares of Common Stock into which each Warrant is exercisable, or decrease the Exercise Price, in addition to those changes required by Section 5.1(a), Section 5.1(b) and Section 5.1(c) as deemed advisable by the Board of Directors of the Company, in order that any event treated for federal income tax purposes as a dividend of stock or stock rights shall not be taxable to the recipients.

(i) Warrants Deemed Exercisable. For purposes solely of this Section 5, the number of shares of Common Stock which the holder of any Warrant would have been entitled to receive had such Warrant been exercised in full at any time or into which any Warrant was exercisable at any time shall be determined assuming such Warrant was exercisable in full at such time.

(j) Notice of Adjustment. Upon the occurrence of each adjustment of the Exercise Price or the number of shares of Common Stock into which a Warrant is exercisable pursuant to this Section 5.1, the Company at its expense shall promptly:

(i) compute such adjustment in accordance with the terms hereof;

(ii) after such adjustment becomes effective, deliver to all Holders, in accordance with Section 11.1(b) and Section 11.2, a notice setting forth such adjustment and showing in detail the facts upon which such adjustment is based; and

(iii) deliver to the Warrant Agent a certificate of the Treasurer, Chief Financial Officer or Chief Accounting Officer of the Company setting forth the Exercise Price and the number of shares of Common Stock into which each Warrant is exercisable after such adjustment and setting forth a brief statement of the facts requiring such adjustment and the computation by which such adjustment was made (including a description of the basis on which the Current Market Price of the Common Stock was determined). As provided in Section 10, the Warrant Agent shall be entitled to rely on such certificate and shall be under no duty or responsibility with respect to any such certificate, except to exhibit the same from time to time at the Corporate Agency Office (as defined below) to any Holder desiring an inspection thereof during reasonable business hours. The Company hereby agrees that it will provide the Holders and the Warrant Agent with reasonable notice of any Adjustment Event set forth in this Section 5.1. The Company further agrees that it will provide to the Holders and Warrant Agent with any new or amended exercise terms. The Warrant Agent shall have no obligation under any Section of this Agreement to determine whether an Adjustment Event has occurred or to calculate any of the adjustments set forth herein.

(k) Statement on Warrant Certificates. Irrespective of any adjustment in the Exercise Price or amount or kind of shares into which the Warrants are exercisable, Warrant Certificates theretofore or thereafter issued may continue to express the same Exercise Price

initially applicable or amount or kind of shares initially issuable upon exercise of the Warrants evidenced thereby pursuant to this Agreement.

5.2 Fractional Interest. The Company shall not be required upon the exercise of any Warrant to issue any fractional shares of Common Stock, but may, in lieu of issuing any fractional shares of Common Stock make an adjustment therefore in cash on the basis of the Current Market Price per share of Common Stock on the date of such exercise. If Warrant Certificates evidencing more than one Warrant shall be presented for exercise at the same time by the same Holder, the number of full shares of Common Stock which shall be issuable upon such exercise thereof shall be computed on the basis of the aggregate number of Warrants so to be exercised. The Holders, by their acceptance of the Warrant Certificates, expressly waive their right to receive any fraction of a share of Common Stock or a stock certificate representing a fraction of a share of Common Stock if such amount of cash is paid in lieu thereof. The Company shall provide an initial funding of one thousand dollars (\$1,000) for the purpose of issuing cash in lieu of fractional shares. From time to time thereafter, Warrant Agent may request additional funding to cover fractional payments. The Warrant Agent shall have no obligation to make fractional payments unless the Company shall have provided the necessary funds to pay in full all amounts due and payable with respect thereto.

5.3 No Other Adjustments. Except in accordance with Section 5.1, the applicable Exercise Price and the number of shares of Common Stock obtainable upon exercise of any Warrant will not be adjusted for the issuance of Common Stock or any securities convertible into or exchangeable for Common Stock or carrying the right to purchase any of the foregoing, including, without limitation:

- (i) upon the issuance of any other securities by the Company on or after the Original Issue Date, whether or not contemplated by the Plan, or upon the issuance of shares of Common Stock upon the exercise of any such securities;
- (ii) upon the issuance of any shares of Common Stock or other securities or any payments pursuant to any management or other equity incentive plan of the Company;
- (iii) upon the issuance of any shares of Common Stock pursuant to the exercise of the Warrants; or
- (iv) upon the issuance of any shares of Common Stock or other securities of the Company in connection with a business acquisition transaction.

6. Loss or Mutilation.

If (a) any mutilated Warrant Certificate is surrendered to the Warrant Agent or (b) both (i) there shall be delivered to the Company and the Warrant Agent (A) a claim by a Holder as to the destruction, loss or wrongful taking of any Warrant Certificate of such Holder and a request thereby for a new replacement Warrant Certificate, and (B) such open penalty surety bond and/or indemnity bond as may be required by them to save each of them and any agent of either of them harmless and (ii) such other reasonable requirements as may be imposed by the Company or Warrant Agent as permitted by Section 8-405 of the Uniform Commercial Code have been satisfied, then, in the absence of notice to the Company or the Warrant Agent that such Warrant

Certificate has been acquired by a “protected purchaser” within the meaning of Section 8-405 of the Uniform Commercial Code or bona fide purchaser, the Company shall execute and upon its written request the Warrant Agent shall countersign and deliver to the registered Holder of the lost, wrongfully taken, destroyed or mutilated Warrant Certificate, in exchange therefore or in lieu thereof, a new Warrant Certificate of the same tenor and for a like aggregate number of Warrants. At the written request of such registered Holder, the new Warrant Certificate so issued shall be retained by the Warrant Agent as having been surrendered for exercise, in lieu of delivery thereof to such Holder, and shall be deemed for purposes of Section 3.2(c)(ii) to have been surrendered for exercise on the date the conditions specified in clauses (A) or (B) of the preceding sentence were first satisfied. The Warrant Agent may, at its option, issue replacement Warrants for mutilated certificates upon presentation thereof without such indemnity.

Upon the issuance of any new Warrant Certificate under this Section 6, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and other expenses (including the fees and expenses of the Warrant Agent and of counsel to the Company) in connection therewith.

Every new Warrant Certificate executed and delivered pursuant to this Section 6 in lieu of any lost, wrongfully taken or destroyed Warrant Certificate shall constitute an additional contractual obligation of the Company, whether or not the allegedly lost, wrongfully taken or destroyed Warrant Certificate shall be at any time enforceable by anyone, and shall be entitled to the benefits of this Agreement equally and proportionately with any and all other Warrant Certificates duly executed and delivered hereunder.

The provisions of this Section 6 are exclusive and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement of mutilated, lost, wrongfully taken, or destroyed Warrant Certificates.

7. Reservation and Authorization of Common Stock.

The Company covenants that, for the duration of the Exercise Period, the Company will at all times reserve and keep available, from its authorized and unissued shares of Common Stock solely for issuance and delivery upon the exercise of the Warrants and free of preemptive rights, such number of shares of Common Stock and other securities, cash or property as from time to time shall be issuable upon the exercise in full of all outstanding Warrants for cash. The Company further covenants that it shall, from time to time, take all steps necessary to increase the authorized number of shares of its Common Stock to such number of shares as shall be sufficient to deliver all shares of Common Stock deliverable upon exercise in full of all outstanding Warrants, if at any time the authorized number of shares of Common Stock remaining unissued would otherwise be insufficient to allow delivery of all the shares of Common Stock then deliverable upon the exercise in full of all outstanding Warrants. The Company covenants that all shares of Common Stock issuable upon exercise of the Warrants will, upon issuance, be duly and validly issued, fully paid and nonassessable and will be free of restrictions on transfer and will be free from all taxes, liens and charges in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously or as otherwise specified herein). The Company shall take all such actions as may be necessary to ensure that all such shares of Common Stock may be so issued without violation of any applicable law or governmental regulation or any requirements of any U.S.

national securities exchange upon which shares of Common Stock may be listed (except for official notice of issuance which shall be immediately delivered by the Company upon each such issuance). The Company covenants that all shares of Common Stock will, at all times that Warrants are exercisable, be duly approved for listing subject to official notice of issuance on each securities exchange, if any, on which the Common Stock is then listed. The Company covenants that the stock certificates, if any, issued to evidence any shares of Common Stock issued upon exercise of Warrants will comply with the Delaware General Corporation Law and any other applicable law.

The Company hereby authorizes and directs its current and future transfer agents for the Common Stock at all times to reserve stock certificates for such number of authorized shares, to the extent as, and if, required. The Company will supply such transfer agents with duly executed stock certificates for such purposes, to the extent as, and if, required.

The Company hereby represents and warrants to the Holders that the issuance of the Warrants and the issuance of shares of Common Stock upon exercise thereof in accordance with the terms hereof will not constitute a breach of, or a default under, any other material agreements to which the Company is a party on the date hereof.

8. Warrant Transfer Books.

The Warrant Agent will maintain an office or offices (the “*Corporate Agency Office*”) in the United States of America, where Warrant Certificates may be surrendered for registration of transfer or exchange and where Warrant Certificates may be surrendered for exercise of Warrants evidenced thereby, which office is [6201 15th Avenue, Brooklyn, New York 11219, Attn: Corporate Actions] on the Original Issue Date. The Warrant Agent will give prompt written notice to all Holders of Warrant Certificates of any change in the location of such office.

The Warrants shall be issued in registered form only. The Company shall cause to be kept at the Corporate Agency Office a warrant register (the “*Warrant Register*”) in which, subject to such reasonable regulations as the Warrant Agent may prescribe and such regulations as may be prescribed by law, the Company shall provide for the registration of Warrants and of transfers or exchanges of Warrants as herein provided.

Upon surrender for registration of transfer of any Warrant Certificate at the Corporate Agency Office, the Company shall execute, and the Warrant Agent shall countersign and deliver, in the name of the designated transferee or transferees, one or more new Warrant Certificates evidencing a like aggregate number of Warrants.

At the option of the Holder, Warrant Certificates may be exchanged at the Corporate Agency Office upon payment of the charges hereinafter provided for other Warrant Certificates evidencing a like aggregate number of Warrants. Whenever any Warrant Certificates are so surrendered for exchange, the Company shall execute, and the Warrant Agent shall countersign and deliver, the Warrant Certificates of the same tenor and evidencing the same number of Warrants as evidenced by the Warrant Certificates surrendered by the Holder making the exchange.

All Warrant Certificates issued upon any registration of transfer or exchange of Warrant Certificates shall be the valid obligations of the Company, evidencing the same obligations, and entitled to the same benefits under this Agreement, as the Warrant Certificates surrendered for such registration of transfer or exchange.

Every Warrant Certificate surrendered for registration of transfer or exchange shall (if so required by the Company or the Warrant Agent) be: (i) duly endorsed and containing a signature guarantee from an eligible guarantor institution participating in a signature guarantee program approved by the Securities Transfer Association, or (ii) be accompanied by a written instrument of transfer in form satisfactory to the Company and the Warrant Agent, duly executed by the Holder thereof or his attorney duly authorized in writing, also containing a signature guarantee from an eligible guarantor institution participating in a signature guarantee program approved by the Securities Transfer Association. In addition, in connection with any transfer, the Warrant Agent or the Company may request a written opinion of counsel reasonably acceptable to the Company or the Warrant Agent, as applicable, that such transfer is in compliance with the Securities Act and application state securities or “blue sky” laws. Further, to effect such transfer or exchange, all other necessary information or documentation shall be provided as the Warrant Agent may reasonably request.

No service charge shall be made for any registration of transfer or exchange of Warrants; provided, however, the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Warrant Certificates. The Warrant Agent shall not have any duty or obligation to take any action under any section of this Agreement that requires the payment of taxes and/or charges unless and until it is satisfied that all such payments have been made.

The Warrant Agent shall, upon request and at the expense of the Company from time to time, deliver to the Company such reports of registered ownership of the Warrants and such records of transactions with respect to the Warrants and the shares of Common Stock as the Company may request. The Warrant Agent shall, upon reasonable advance notice, also make available to the Company for inspection by the Company’s agents or employees, from time to time as the Company may request, such books of accounts and records maintained by the Warrant Agent in connection with the issuance and exercise of Warrants hereunder, such inspections to occur at the Corporate Agency Office during normal business hours.

The Warrant Agent shall keep copies of this Agreement and any notices given to Holders hereunder available for inspection, upon reasonable advance notice, by the Holders during normal business hours at the Corporate Agency Office. The Company shall supply the Warrant Agent from time to time with such numbers of copies of this Agreement as the Warrant Agent may request.

9. Warrant Holders.

9.1 No Voting or Dividend Rights.

(a) No Holder of a Warrant Certificate evidencing any Warrant shall have or exercise any rights by virtue hereof as a holder of Common Stock of the Company, including,

without limitation, the right to vote, to receive dividends and other distributions as a holder of Common Stock or to receive notice of, or attend, meetings or any other proceedings of the holders of Common Stock.

(b) The consent of any Holder of a Warrant Certificate shall not be required with respect to any action or proceeding of the Company.

(c) Except as provided in Section 4, no Holder of a Warrant Certificate, by reason of the ownership or possession of a Warrant or the Warrant Certificate representing the same, shall have any right to receive any cash dividends, stock dividends, allotments or rights or other distributions paid, allotted or distributed or distributable to the holders of Common Stock prior to, or for which the relevant record date preceded, the date of the exercise of such Warrant.

(d) No Holder of a Warrant Certificate shall have any right not expressly conferred hereunder or under, or by applicable law with respect to, the Warrant Certificate held by such Holder.

9.2 Rights of Action. All rights of action against the Company in respect of this Agreement, except rights of action vested in the Warrant Agent, are vested in the Holders of the Warrant Certificates, and any Holder of any Warrant Certificate, without the consent of the Warrant Agent or the Holder of any other Warrant Certificate, may, in such Holder's own behalf and for such Holder's own benefit, enforce and may institute and maintain any suit, action or proceeding against the Company suitable to enforce, or otherwise in respect of, such Holder's right to exercise such Holder's Warrants in the manner provided in this Agreement.

9.3 Treatment of Holders of Warrant Certificates. Every Holder, by virtue of accepting a Warrant Certificate, consents and agrees with the Company, with the Warrant Agent and with every subsequent holder of such Warrant Certificate that, prior to due presentment of such Warrant Certificate for registration of transfer, the Company and the Warrant Agent may treat the Person in whose name the Warrant Certificate is registered as the owner thereof for all purposes and as the Person entitled to exercise the rights granted under the Warrants, and neither the Company, the Warrant Agent nor any agent thereof shall be affected by any notice to the contrary.

10. Concerning the Warrant Agent. Sections 10.1, 10.2, 10.3, 10.4, 10.5, 10.6 and 10.8 shall survive the expiration of the Warrants and the termination of this Agreement and the resignation, replacement or removal of the Warrant Agent.

10.1 Rights and Duties of the Warrant Agent.

(a) The Company hereby appoints the Warrant Agent to act as agent of the Company as set forth in this Agreement. The Warrant Agent hereby accepts the appointment as agent of the Company and agrees to perform that agency upon the express terms and conditions set forth in this Agreement and in the Warrant Certificates or as the Company and the Warrant Agent may hereafter agree in writing, by all of which the Company and the Holders of Warrant Certificates, by their acceptance thereof, shall be bound; provided, however, that the terms and conditions contained in the Warrant Certificates are subject to and governed by this Agreement or any other terms and conditions hereafter agreed to by the Company and the Warrant Agent in writing.

(b) The Warrant Agent shall not, by countersigning Warrant Certificates or by any other act hereunder, be deemed to make any representations as to validity or authorization of (i) the Warrants or the Warrant Certificates (except as to its countersignature thereon), (ii) any securities or other property delivered upon exercise of any Warrant, (iii) the accuracy of the computation of the number or kind or amount of stock or other securities or other property deliverable upon exercise of any Warrant, (iv) the correctness of any of the representations of the Company made in such certificates that the Warrant Agent receives; or (v) any of the statements of act or recitals contained in this Agreement. The Warrant Agent shall not at any time have any duty to calculate or determine whether any facts exist that may require any adjustments pursuant to Section 5 hereof with respect to the kind and amount of shares or other securities or any property issuable to Holders upon the exercise of Warrants required from time to time. The Warrant Agent shall have no duty or responsibility to determine the accuracy or correctness of such calculation or with respect to the methods employed in making the same. The Warrant Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock or of any securities or property which may at any time be issued or delivered upon the exercise of any Warrant or upon any adjustment pursuant to Section 5 hereof, and it makes no representation with respect thereto. The Warrant Agent shall not be responsible for any failure of the Company to make any cash payment or to issue, transfer or deliver any shares of Common Stock or stock certificates or other securities or property upon the surrender of any Warrant Certificate for the purpose of exercise or upon any adjustment pursuant to Section 5 hereof or to comply with any of the covenants of the Company contained in Section 5 hereof.

(c) The Warrant Agent shall not be liable for or by reason of any of the statements of fact or recitals contained in this Agreement or in the Warrant Certificates (except its countersignature thereof) or be required to verify the same, and all such statements and recitals are and shall be deemed to have been made by the Company only.

(d) The Warrant Agent shall not have any duty or responsibility in the case of the receipt of any written demand from any holder of Warrants with respect to any action or default by the Company, including, without limiting the generality of the foregoing, any duty or responsibility to initiate or attempt to initiate any proceedings at law or otherwise or to make any demand upon the Company.

(e) The Warrant Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorney or agents, and the Warrant Agent shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorney or agents or for any loss to the Company resulting from any such act, default, neglect or misconduct, absent gross negligence, willful misconduct, fraud or bad faith (each as determined by a final judgment of a court of competent jurisdiction) in the selection and continued employment thereof.

(f) The Warrant Agent may rely on and shall be held harmless and protected and shall incur no liability for or in respect of any action taken, suffered or omitted to be taken by it absent gross negligence, willful misconduct, fraud or bad faith (each as determined by a final judgment of a court of competent jurisdiction) in reliance upon any certificate, statement, instrument, opinion, notice, letter, facsimile transmission, telegram or other document, or any security delivered to it, and believed by it to be genuine and to have been made or signed by the

proper party or parties, or upon any written or oral instructions or statements from the Company with respect to any matter relating to its acting as Warrant Agent hereunder.

(g) The Warrant Agent shall not be obligated to expend or risk its own funds or to take any action that it believes would expose or subject it to expense or liability or to a risk of incurring expense or liability, unless it has been furnished with assurances of repayment or indemnity satisfactory to it.

(h) The Warrant Agent shall not be liable or responsible for any failure of the Company to comply with any of its obligations relating to any registration statement filed with the Commission or this Agreement, including without limitation obligations under applicable regulation or law.

(i) The Warrant Agent shall not be accountable or under any duty or responsibility for the use by the Company of any Warrants authenticated by the Warrant Agent and delivered by it to the Company pursuant to this Agreement or for the application by the Company of the proceeds of the issue and sale, or exercise, of the Warrants.

(j) The Warrant Agent shall act hereunder solely as agent for the Company, and its duties shall be determined solely by the express provisions hereof (and no duties or obligations shall be inferred or implied). The Warrant Agent shall not assume any obligations or relationship of agency or trust with any of the owners or holders of the Warrants.

(k) The Warrant Agent may rely on and be fully authorized and protected in acting or failing to act upon any guaranty of signature by an “eligible guarantor institution” that is a member or participant in the Securities Transfer Agents Medallion Program or other comparable “signature guarantee program” or insurance program in addition to, or in substitution for, the foregoing.

(l) In the event the Warrant Agent believes any ambiguity or uncertainty exists hereunder or in any notice, instruction, direction, request or other communication, paper or document received by the Warrant Agent hereunder, the Warrant Agent, may, in its sole discretion, refrain from taking any action, and shall be fully protected and shall not be liable in any way to the Company, the holder of any Warrant Certificate or any other person or entity for refraining from taking such action, unless the Warrant Agent receives written instructions signed by the Company which eliminates such ambiguity or uncertainty to the satisfaction of Warrant Agent.

(m) Reliance on Company Statement. Whenever in the performance of its duties under this Agreement, the Warrant Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement signed by an Appropriate Officer and delivered to the Warrant Agent. The Warrant Agent may rely upon such statement, and will be indemnified and held harmless for such reliance, and shall not be held liable in connection with any delay in receiving such statement.

(n) The Warrant Agent shall have no responsibility to the Company, any Holders of Warrants or any holders of shares of Common Stock for interest or earnings on any moneys held by the Warrant Agent pursuant to this Agreement.

(o) The Warrant Agent shall not be required to take notice or be deemed to have notice of any event or condition hereunder, including any event or condition that may require action by the Warrant Agent, unless the Warrant Agent shall be specifically notified in writing of such event or condition by the Company, and all notices or other instruments required by this Agreement to be delivered to the Warrant Agent must, in order to be effective, be received by the Warrant Agent as specified in Section 11.1 hereof, and in the absence of such notice so delivered, the Warrant Agent may conclusively assume no such event or condition exists.

10.2 Limitation of Liability.

(a) The Warrant Agent shall be liable hereunder only for its own gross negligence, willful misconduct, fraud or bad faith (each as determined by a final judgment of a court of competent jurisdiction). Notwithstanding anything contained herein to the contrary, the Warrant Agent's aggregate liability during any term of this Agreement with respect to, arising from, or arising in connection with this Agreement, or from all services provided or omitted to be provided under this Agreement, whether in contract, or in tort, or otherwise, is limited to, and shall not exceed, the amounts paid hereunder by the Company to Warrant Agent as fees and charges, but not including reimbursable expenses, during the twelve (12) months immediately preceding the event for which recovery from Warrant Agent is being sought. Neither party to this Agreement shall be liable to the other party for any consequential, indirect, special or incidental damages under any provisions of this Agreement or for any consequential, indirect, punitive, special or incidental damages arising out of any act or failure to act hereunder even if that party has been advised of or has foreseen the possibility of such damages.

(b) Exclusions. The Warrant Agent shall have no responsibility with respect to the validity of this Agreement or with respect to the validity or execution of any Warrant. The Warrant Agent shall not be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Warrant. The Warrant Agent shall not be responsible to make any adjustments required under the provisions of Section 5 hereof or responsible for the manner, method, or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any shares of Common Stock to be issued pursuant to this Agreement or any Warrant or as to whether any shares of Common Stock shall, when issued, be valid and fully paid and non-assessable.

10.3 Indemnification.

(a) The Company covenants and agrees to indemnify and to hold the Warrant Agent harmless against any costs, expenses (including reasonable and documented fees of its legal counsel), losses or damages, which may be paid, incurred or suffered by or to which it may become subject, arising from or out of, directly or indirectly, any claims or liability resulting from its actions as Warrant Agent pursuant hereto; provided, however, that such covenant and agreement does not extend to, and the Warrant Agent shall not be indemnified with respect to, such costs,

expenses, losses and damages incurred or suffered by the Warrant Agent as a result of, or arising out of, its gross negligence, bad faith, or willful misconduct (each as determined by a final judgment of a court of competent jurisdiction). The costs and expenses incurred in enforcing this right of indemnification shall be paid by the Company.

(b) Instructions. From time to time, the Company may provide the Warrant Agent with instructions, by Company Order or otherwise, concerning the services performed by the Warrant Agent hereunder. In addition, at any time the Warrant Agent may apply to any officer of the Company for instruction, and may consult with legal counsel for the Warrant Agent or the Company with respect to any matter arising in connection with the services to be performed by the Warrant Agent under this Agreement. The Warrant Agent and its agents and subcontractors shall not be liable and shall be indemnified by the Company for any action taken, suffered or omitted to be taken by Warrant Agent in reliance upon any Company instructions or upon the advice or opinion of such counsel. Warrant Agent shall not be held to have notice of any change of authority of any person, until receipt of written notice thereof from the Company.

10.4 Right to Consult Counsel. The Warrant Agent may at any time consult with legal counsel satisfactory to it (who may be legal counsel for the Company), and the Warrant Agent shall incur no liability or responsibility to the Company or to any Holder for any action taken, suffered or omitted by it absent gross negligence, willful misconduct, fraud or bad faith (each as determined by a final judgment of a court of competent jurisdiction) in accordance with the opinion or advice of such counsel.

10.5 Compensation and Reimbursement. The Company agrees to pay the Warrant Agent from time to time compensation for all reasonable fees and expenses relating to its services hereunder as the Company and the Warrant Agent may agree in writing from time to time and to reimburse the Warrant Agent for all of its reasonable expenses and disbursements, including reasonable counsel fees and other disbursements incurred in connection with the preparation, delivery, negotiation, amendment, administration and execution of this Agreement and the exercise and performance of its duties hereunder.

10.6 Warrant Agent May Hold Company Securities. The Warrant Agent and any stockholder, director, officer or employee of the Warrant Agent may buy, sell or deal in any of the Warrants or other securities of the Company or become pecuniarily interested in any transaction in which the Company may be interested, or contract with or lend money to the Company or otherwise act as fully and freely as though it were not Warrant Agent under this Agreement. Nothing herein shall preclude the Warrant Agent from acting in any other capacity for the Company or for any other legal entity. Nothing herein shall preclude the Warrant Agent or any Countersigning Agent from acting in any other capacity for the Company or for any other legal entity.

10.7 Resignation and Removal; Appointment of Successor.

(a) The Warrant Agent may resign its duties and be discharged from all further duties and liability hereunder (except liability arising as a result of the Warrant Agent's own gross negligence, willful misconduct, fraud or bad faith (each as determined by a final judgment of a court of competent jurisdiction)) after giving 30 days' prior written notice to the Company. The

Company may remove the Warrant Agent upon 30 days' written notice, and the Warrant Agent shall thereupon in like manner be discharged from all further duties and liabilities hereunder, except as aforesaid. The Warrant Agent shall, at the expense of the Company, cause notice to be given in accordance with Section 11.1(b) to the Company of said notice of resignation or notice of removal, as the case may be. Upon such resignation or removal, the Company shall appoint in writing a new Warrant Agent. If the Company shall fail to make such appointment within a period of 30 calendar days after it has been notified in writing of such resignation by the resigning Warrant Agent or after such removal, then the Holder of any Warrant Certificate may apply to any court of competent jurisdiction for the appointment of a new Warrant Agent. Any new Warrant Agent, whether appointed by the Company or by such a court, shall be a Person (other than a natural person) doing business under the laws of the United States or any state thereof in good standing, authorized under such laws to act as Warrant Agent, and having a combined capital and surplus (together with its Affiliates) of not less than \$25,000,000. The combined capital and surplus of such new Warrant Agent shall be deemed to be the combined capital and surplus as set forth in the most recent annual report of its condition published by such Warrant Agent prior to its appointment; provided, however, such reports are published at least annually pursuant to law or to the requirements of a federal or state supervising or examining authority. After acceptance in writing of such appointment by the new Warrant Agent, it shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as the Warrant Agent, without any further assurance, conveyance, act or deed; but if for any reason it shall be reasonably necessary or expedient to execute and deliver any further assurance, conveyance, act or deed, the same shall be done at the reasonable expense of the Company and shall be legally and validly executed and delivered by the resigning or removed Warrant Agent. Not later than the effective date of any such appointment, the Company shall file notice thereof with the resigning or removed Warrant Agent. Failure to give any notice provided for in this Section 10.7(a), however, or any defect therein, shall not affect the legality or validity of the resignation of the Warrant Agent or the appointment of a new Warrant Agent as the case may be.

(b) Any Person into which the Warrant Agent or any new Warrant Agent may be merged, or any Person resulting from any consolidation to which the Warrant Agent or any new Warrant Agent shall be a party, shall be a successor Warrant Agent under this Agreement without any further act; provided, however, that such Person would be eligible for appointment as successor to the Warrant Agent under the provisions of Section 10.7(a). Any such successor Warrant Agent shall promptly cause notice of its succession as Warrant Agent to be given in accordance with Section 11.1(b) to each Holder of a Warrant Certificate at such Holder's last address as shown on the Warrant Register.

10.8 Appointment of Countersigning Agent.

(a) The Warrant Agent may, but is not required to, appoint a Countersigning Agent or Agents which shall be authorized to act on behalf of the Warrant Agent to countersign Warrant Certificates issued upon original issue and upon exchange, registration of transfer or pursuant to Section 6, and Warrant Certificates so countersigned shall be entitled to the benefits of this Agreement equally and proportionately with any and all other Warrant Certificates duly executed and delivered hereunder. Wherever reference is made in this Agreement to the countersignature and delivery of Warrant Certificates by the Warrant Agent or to Warrant Certificates countersigned by the Warrant Agent, such reference shall be deemed to include

countersignature and delivery on behalf of the Warrant Agent by a Countersigning Agent and Warrant Certificates countersigned by a Countersigning Agent. Each Countersigning Agent shall be acceptable to the Company and shall at the time of appointment be a Person (other than a natural person) doing business under the laws of the United States or any state thereof in good standing, authorized under such laws to act as Countersigning Agent, and having a combined capital and surplus (together with its Affiliates) of not less than \$25,000,000. The combined capital and surplus of such new Countersigning Agent shall be deemed to be the combined capital and surplus as set forth in the most recent annual report of its condition published by such Countersigning Agent prior to its appointment; provided, however, such reports are published at least annually pursuant to law or to the requirements of a federal or state supervising or examining authority.

(b) Any Person into which a Countersigning Agent may be merged or any Person resulting from any consolidation to which such Countersigning Agent shall be a party, shall be a successor Countersigning Agent without any further act; provided, that, such Person would be eligible for appointment as a new Countersigning Agent under the provisions of Section 10.8(a), without the execution or filing of any paper or any further act on the part of the Warrant Agent or the Countersigning Agent. Any such successor Countersigning Agent shall promptly cause notice of its succession as Countersigning Agent to be given in accordance with Section 11.1(b) to each Holder of a Warrant Certificate at such Holder's last address as shown on the Warrant Register.

(c) A Countersigning Agent may resign at any time by giving 30 days' prior written notice thereof to the Warrant Agent and to the Company. The Warrant Agent may at any time terminate the agency of a Countersigning Agent by giving 30 days' prior written notice thereof to such Countersigning Agent and to the Company.

(d) The Warrant Agent agrees to pay to each Countersigning Agent from time to time reasonable compensation for its services under this Section 10.8 and the Warrant Agent shall be entitled to be reimbursed for such payments, subject to the provisions of Section 10.5.

(e) Any Countersigning Agent shall have the same rights and immunities as those of the Warrant Agent set forth in this Section 10 and in this Agreement.

11. Notices.

11.1 Notices Generally.

(a) Any request, notice, direction, authorization, consent, waiver, demand or other communication permitted or authorized by this Agreement to be made upon, given or furnished to or filed with the Company or the Warrant Agent by the other party hereto or by any Holder shall be sufficient for every purpose hereunder if in writing (including telecopy communication) and telecopied, sent via trackable or first-class mail or delivered by hand (including by courier service) as follows:

if to the Company, to:

Extraction Oil & Gas, Inc.
370 17th Street, Suite 5300
Denver, Colorado 80202
Attention: Eric Christ

if to the Warrant Agent, to:

American Stock Transfer & Trust Company, LLC
6201 15th Avenue
Brooklyn, New York 11219
Attention: Corporate Actions

or, in either case, such other address as shall have been set forth in a notice delivered in accordance with this Section 11.1(a).

All such communications shall be effective when sent.

Any Person that telecopies any communication hereunder to any Person shall, on the same date as such telecopy is transmitted, also send, by trackable or first class mail, postage prepaid and addressed to such Person as specified above, an original copy of the communication so transmitted.

(b) Except as set forth in the last paragraph of this Section 11.1(b), where this Agreement provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, by trackable or first-class mail, to each Holder affected by such event, at the address of such Holder as it appears in the Warrant Register. In any case where notice to Holders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders. Where this Agreement provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice.

In case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice by mail, then such notification as shall be made by a method approved by the Warrant Agent as one which would be most reliable under the

circumstances for successfully delivering the notice to the addressees shall constitute a sufficient notification for every purpose hereunder.

Where this Agreement provides for notice of any event to a Holder of a Global Warrant Certificate, such notice shall be sufficiently given if given to the Depositary (or its designee), pursuant to its Applicable Procedures, not later than the latest date (if any), and not earlier than the earliest date (if any), prescribed for the giving of such notice.

11.2 Required Notices to Holders. In the event the Company shall:

- (a) take any action that would result in an adjustment to the Exercise Price and/or the number of shares of Common Stock issuable upon exercise of a Warrant pursuant to Section 5.1;
- (b) consummate any Winding Up; or
- (c) consummate any Transaction (each of (a), (b) or (c), an “**Action**”);

then, in each such case, the Company shall deliver to the Warrant Agent and, unless the Company has made a filing with the Commission, including pursuant to a Current Report on Form 8-K, which filing discloses such Action, the Company shall deliver (or cause to be delivered) to each Holder of a Warrant Certificate, in accordance with Section 11.1(b) hereof, a written notice of such Action, including, in the case of an action pursuant to Section 11.2(a), the information required under Section 5.1(j)(ii). Such notice shall be given promptly after taking such Action.

If at any time the Company shall cancel any of the Actions for which notice has been given under this Section 11.2 prior to the consummation thereof, the Company shall give each Holder prompt notice of such cancellation in accordance with Section 11.1(b), unless the Company has made a filing with the Commission, including pursuant to a current report on Form 8-K, which filing discloses the cancellation of such Actions. For the avoidance of doubt, if at any time the Company shall cancel any of the Actions for which notice has been given under this Section 11.2 prior to the consummation thereof, the Company shall give Warrant Agent prompt notice of such cancellation in accordance with Section 11.1(b).

12. **Inspection.**

The Warrant Agent shall cause a copy of this Agreement to be available at all reasonable times at the office of the Warrant Agent for inspection by any Holder of any Warrant Certificate. The Warrant Agent may require any such Holder to submit its Warrant Certificate for inspection by the Warrant Agent.

13. **Amendments.**

- (a) This Agreement may be amended by the Company and the Warrant Agent with the consent of the Required Warrant Holders.
- (b) Notwithstanding the foregoing, the Company and the Warrant Agent may, without the consent or concurrence of the Holders of the Warrant Certificates, by supplemental

agreement or otherwise, amend this Agreement for the purpose of making any changes or corrections in this Agreement that (i) are required to cure any ambiguity or to correct or supplement any defective or inconsistent provision or clerical omission or mistake or manifest error herein contained or (ii) add to the covenants and agreements of the Company in this Agreement further covenants and agreements of the Company thereafter to be observed, or surrender any rights or powers reserved to or conferred upon the Company in this Agreement; provided, however, that in either case such amendment shall not adversely affect the rights or interests of the Holders of the Warrant Certificates hereunder in any material respect.

(c) The consent of each Holder of any Warrant Certificate evidencing any warrants affected thereby shall be required for any supplement or amendment to this Agreement or the Warrants that would: (i) increase the Exercise Price or decrease the number of shares of Common Stock receivable upon exercise of Warrants, in each case other than as provided in Section 5.1; (ii) cause the Expiration Date to be changed to an earlier date; or (iii) modify the provisions contained in Section 5.1 in a manner adverse to the Holders of Warrant Certificates generally with respect to their Warrants.

(d) The Warrant Agent shall join with the Company in the execution and delivery of any such amendment unless such amendment affects the Warrant Agent's own rights, duties or immunities hereunder, in which case the Warrant Agent may, but shall not be required to, join in such execution and delivery; provided, that, as a condition precedent to the Warrant Agent's execution of any amendment to this Agreement, the Company shall deliver to the Warrant Agent a certificate from an Appropriate Officer that states that the proposed amendment is in compliance with the terms of this Section 13. Upon execution and delivery of any amendment pursuant to this Section 13, such amendment shall be considered a part of this Agreement for all purposes and every Holder of a Warrant Certificate theretofore or thereafter countersigned and delivered hereunder shall be bound thereby.

(e) Promptly after the execution by the Company and the Warrant Agent of any such amendment, unless the Company has made a filing with the Commission, including pursuant to a current report on Form 8-K, which filing discloses such adjustment, the Company shall give notice to the Holders of Warrant Certificates, setting forth in general terms the substance of such amendment, in accordance with the provisions of Section 11.1(b). Any failure of the Company to mail such notice or any defect therein, shall not, however, in any way impair or affect the validity of any such amendment.

14. Waivers.

The Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Required Warrant Holders, as required pursuant to Section 13.

15. Successor to Company.

So long as Warrants remain outstanding, the Company will not enter into any Transaction unless the acquirer (a "*Successor Company*") shall expressly assume by a supplemental agreement, executed and delivered to the Warrant Agent, in form reasonably satisfactory to the

Warrant Agent, the due and punctual performance of every covenant of this Agreement on the part of the Company to be performed and observed and shall have provided for exercise rights in accordance with Section 5.1(f)(i). Upon the consummation of such Transaction, the acquirer shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Agreement with the same effect as if such acquirer had been named as the Company herein.

16. Headings.

The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

17. Counterparts.

This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together constitute one and the same instrument. A signature to this Agreement transmitted electronically shall have the same authority, effect and enforceability as an original signature.

18. Severability.

The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision hereof will not affect the validity or enforceability of the other provisions hereof; provided, that, if any provision of this Agreement, as applied to any party or to any circumstance, is adjudged by a court or governmental body not to be enforceable in accordance with its terms, the parties agree that the court or governmental body making such determination will have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision will then be enforceable and will be enforced; further, provided, that, if such excluded provision shall affect the rights, immunities, liabilities, duties or obligations of the Warrant Agent, the Warrant Agent shall be entitled to resign immediately upon written notice to the Company.

19. No Redemption.

The Warrants shall not be subject to redemption by the Company or any other Person; provided, that, the Warrants may be acquired by means other than a redemption, whether by tender offer, open market purchases, negotiated transactions or otherwise, in accordance with applicable securities laws, so long as such acquisition does not otherwise violate the terms of this Agreement.

20. Persons Benefiting.

This Agreement shall be binding upon and inure to the benefit of the Company, the Warrant Agent and the Holders from time to time. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the Company, the Warrant Agent and the Holders any rights or remedies under or by reason of this Agreement or any part hereof, and all covenants, conditions, stipulations, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto and of the Holders. Each Holder, by acceptance of a Warrant Certificate, agrees to all of the terms and provisions of this Agreement applicable thereto.

21. Applicable Law.

THIS AGREEMENT, EACH WARRANT CERTIFICATE ISSUED HEREUNDER, EACH WARRANT EVIDENCED THEREBY AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO AND THERETO, INCLUDING THE INTERPRETATION, CONSTRUCTION, VALIDITY AND ENFORCEABILITY THEREOF, SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ANY RULES OR PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

22. Entire Agreement.

This Agreement sets forth the entire agreement of the parties hereto as to the subject matter hereof and supersedes all previous agreements among all or some of the parties hereto with respect thereto, whether written, oral or otherwise.

23. Force Majeure.

Notwithstanding anything to the contrary contained herein, the Warrant Agent will not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, shortage of supply, disruptions in public utilities, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, pandemics, epidemics or civil unrest.

24. Further Assurances.

The Company shall perform, acknowledge and deliver or cause to be performed, acknowledged and delivered all such further and other acts, documents, instruments and assurances as may be reasonably required by the Warrant Agent for the carrying out or performing by the Warrant Agent of the provisions of this Agreement.

25. Confidentiality.

The Warrant Agent and the Company agree that all books, records, information and data pertaining to the business of the other party, including inter alia, personal, non-public warrant holder information, which are exchanged or received pursuant to the negotiation or the carrying out of this Agreement including the fees for services set forth in the attached schedule shall remain confidential, and shall not be voluntarily disclosed to any other person, except as may be required by law, including, without limitation, pursuant to subpoenas from state or federal government authorities (e.g., in divorce and criminal actions) or to such party's advisors (including its attorneys). However, each party may disclose relevant aspects of the other party's confidential information to its officers, affiliates, agents, subcontractors and employees to the extent reasonably necessary to perform its duties and obligations under this Agreement and such disclosure is not prohibited by applicable law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

EXTRACTION OIL & GAS, INC., a Delaware corporation

By: _____
Name: Tom L. Brock
Title: Vice President and Chief
Accounting Officer

AMERICAN STOCK TRANSFER & TRUST
COMPANY, LLC, as Warrant Agent

By: _____
Name:
Title:

EXHIBIT A

[FACE OF TRANCHE A WARRANT CERTIFICATE]³

EXTRACTION OIL & GAS, INC.

WARRANT CERTIFICATE

EVIDENCING

TRANCHE A WARRANTS TO PURCHASE COMMON STOCK

[FACE]

No. []

CUSIP No. [●]

[UNLESS THIS GLOBAL TRANCHE A WARRANT CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO EXTRACTION OIL & GAS, INC. (THE “COMPANY”), THE CUSTODIAN OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFER OF THIS GLOBAL TRANCHE A WARRANT CERTIFICATE SHALL BE LIMITED TO TRANSFERS IN WHOLE, AND NOT IN PART, TO THE COMPANY, DTC, THEIR SUCCESSORS AND THEIR RESPECTIVE NOMINEES.]⁴

³ To be removed in the versions of the Definitive Warrant Certificates printed in multiple copies for use by the Warrant Agent in preparing Definitive Warrants Certificates for issuance and delivery from time to time to holders.

⁴ Include only on Global Warrant Certificate.

EXTRACTION OIL & GAS, INC.

No. []

[, ,] Warrants
CUSIP No. [●]

THIS CERTIFIES THAT, for value received, [], or registered assigns, is the registered owner of the number of Warrants to purchase Common Stock of Extraction Oil & Gas, Inc., a Delaware corporation (the “*Company*”, which term includes any successor thereto under the Warrant Agreement (as may be supplemented, amended or amended and restated pursuant to the applicable provisions hereof, the “*Warrant Agreement*”), dated as of [●], 2021, between the Company and American Stock Transfer & Trust Company, LLC, a New York limited liability trust company (the “*Warrant Agent*”, which term includes any successor thereto permitted under the Warrant Agreement)) specified above [or such lesser number as may from time to time be endorsed on the “Schedule of Decreases in Warrants” attached hereto]⁵, and is entitled, subject to and upon compliance with the provisions hereof and of the Warrant Agreement, at such Holder’s option, at any time when the Warrants evidenced hereby are exercisable, to purchase from the Company one (1) share of Common Stock of the Company for each Warrant evidenced hereby, at the purchase price of \$[●] per share (as adjusted from time to time, the “*Exercise Price*”), payable in full at the time of purchase, the number of shares of Common Stock into which and the Exercise Price at which each Warrant shall be exercisable each being subject to adjustment as provided in Section 5 of the Warrant Agreement.

All shares of Common Stock issuable by the Company upon the exercise of Warrants shall, upon such issuance, be duly and validly issued and fully paid and nonassessable. The Company shall pay any and all taxes (other than income taxes) that may be payable in respect of the issue or delivery of shares of Common Stock on exercise of Warrants. The Company or Warrant Agent shall not be required, however, to pay any tax or other charge imposed in respect of any transfer involved in the issue and delivery of shares of Common Stock in book-entry form or any certificates for shares of Common Stock or payment of cash or other property to any Recipient other than the Holder of the Warrant Certificate evidencing the exercised Warrant, and in case of such transfer or payment, the Warrant Agent and the Company shall not be required to issue or deliver any shares of Common Stock in book-entry form or any certificate or pay any cash until (a) such tax or charge has been paid or an amount sufficient for the payment thereof has been delivered to the Warrant Agent or to the Company, (b) it has been established to the Company’s or Warrant Agent’s satisfaction that any such tax or other charge that is or may become due has been paid or (c) the receipt of any other such information as set forth in the Warrant Agreement.

Each Warrant evidenced hereby may be exercised by the Holder hereof at the Exercise Price then in effect on any Business Day from and after the Original Issue Date until 5:00 p.m., New York time, on the Expiration Date in the Warrant Agreement.

Subject to the provisions hereof and of the Warrant Agreement, the Holder of this Warrant Certificate may exercise all or any whole number of the Warrants evidenced hereby by, in the case of a Global Warrant Certificate, by delivery to the Warrant Agent of the Exercise Form on the reverse hereof, setting forth the number of Warrants being exercised and otherwise properly

⁵ Include only on Global Warrant Certificate.

completed and duly executed by the Holder thereof to the Warrant Agent, and delivering such Warrants by book-entry transfer through the facilities of the Depository, to the Warrant Agent in accordance with the Applicable Procedures and otherwise complying with the Applicable Procedures in respect of the exercise of such Warrants or, in the case of a Definitive Warrant Certificate, by delivery to the Warrant Agent of the Exercise Form on the reverse hereof, setting forth the number of Warrants being exercised and otherwise properly completed and duly executed by the Holder thereof to the Warrant Agent, and surrendering this Warrant Certificate to the Warrant Agent at its office maintained for such purpose (the “*Corporate Agency Office*”).

Reference is hereby made to the further provisions of this Warrant Certificate set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless this Warrant Certificate has been countersigned by the Warrant Agent by manual or electronic signature of an authorized officer on behalf of the Warrant Agent, this Warrant Certificate shall not be valid for any purpose and no Warrant evidenced hereby shall be exercisable.

IN WITNESS WHEREOF, the Company has caused this certificate to be duly executed under its corporate seal.

Dated: [_____], 20[]

EXTRACTION OIL & GAS, INC.

[SEAL]

By: _____
[Title]

ATTEST:

Countersigned:

American Stock Transfer & Trust
Company, LLC, as Warrant Agent

[]

OR

By: _____
Authorized Agent

By: _____
as Countersigning Agent

By: _____
Authorized Officer

Reverse of Tranche A Warrant Certificate

EXTRACTION OIL & GAS, INC.

TRANCHE A WARRANT CERTIFICATE

EVIDENCING

TRANCHE A WARRANTS TO PURCHASE COMMON STOCK

The Warrants evidenced hereby are one of a duly authorized issue of Warrants of the Company designated as its Tranche A Warrants to Purchase Common Stock (“*Warrants*”), limited in aggregate number to [●] issued under and in accordance with the Warrant Agreement, dated as of [●], 2021 (the “*Warrant Agreement*”), between the Company and American Stock Transfer & Trust Company, LLC, a New York limited liability trust company (the “*Warrant Agent*”, which term includes any successor thereto permitted under the Warrant Agreement), to which the Warrant Agreement and all amendments thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Warrant Agent, the Holders of Warrant Certificates and the owners of the Warrants evidenced thereby and of the terms upon which the Warrant Certificates are, and are to be, countersigned and delivered. A copy of the Warrant Agreement shall be available at all reasonable times at the office of the Warrant Agent for inspection by the Holder hereof.

The Warrant Agreement provides that, in addition to certain adjustments to the number of shares of Common Stock into which a Warrant is exercisable and the Exercise Price required to be made in certain circumstances, in the case of any Transaction the Company shall cause the other Person involved in such Transaction to execute and deliver to the Warrant Agent a written instrument providing that (i) the Warrants evidenced hereby, if then outstanding, will be exercisable thereafter, during the period the Warrants evidenced hereby shall be exercisable as specified herein, only into the Substituted Securities that would have been receivable upon such Transaction by a holder of the number of shares of Common Stock that would have been issued upon exercise of such Warrant if such Warrant had been exercised in full immediately prior to such Transaction (upon certain assumptions specified in the Warrant Agreement); and (ii) the rights and obligations of the other Person involved in such Transaction and the holders in respect of Substituted Securities shall be substantially unchanged to be as nearly equivalent as may be practicable to the rights and obligations of the Company and Holders in respect of Common Stock.

Except as provided in the Warrant Agreement, all outstanding Warrants shall expire and all rights of the Holders of Warrant Certificates evidencing such Warrants shall automatically terminate and cease to exist, as of 5:00 p.m., New York time, on the Expiration Date. The “*Expiration Date*” shall mean the earlier to occur of (x) [●], 2025 (the fourth (4th) anniversary of the Original Issue Date) or, if not a Business Day, then the next Business Day thereafter; (y) the date of consummation of a Transaction to which clause (ii) of Section 5.1(f) of the Warrant Agreement applies; and (z) a Winding Up.

In the event of the exercise of less than all of the Warrants evidenced hereby, a new Warrant Certificate of the same tenor and for the number of Warrants which are not exercised shall be

issued by the Company in the name or upon the written order of the Holder of this Warrant Certificate upon the cancellation hereof.

The Warrant Certificates are issuable only in registered form in denominations of whole numbers of Warrants. Upon surrender at the office of the Warrant Agent and payment of the charges specified herein and in the Warrant Agreement, this Warrant Certificate may be exchanged for Warrant Certificates in other authorized denominations or the transfer hereof may be registered in whole or in part in authorized denominations to one or more designated transferees; provided, however, that such other Warrant Certificates issued upon exchange or registration of transfer shall evidence the same aggregate number of Warrants as this Warrant Certificate. The Company shall cause to be kept at the office or offices of the Warrant Agent the Warrant Register in which, subject to such reasonable regulations as the Warrant Agent may prescribe and such regulations as may be prescribed by law, the Company shall provide for the registration of Warrant Certificates and of transfers or exchanges of Warrant Certificates. No service charge shall be made for any registration of transfer or exchange of Warrant Certificates; provided, however, the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Warrant Certificates.

Prior to due presentment of this Warrant Certificate for registration of transfer, the Company, the Warrant Agent and any agent of the Company or the Warrant Agent may treat the Person in whose name this Warrant Certificate is registered as the owner hereof for all purposes, and neither the Company, the Warrant Agent nor any such agent shall be affected by notice to the contrary.

The Warrant Agreement permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of Warrant Certificates under the Warrant Agreement at any time by the Company and the Warrant Agent with the consent of the Required Warrant Holders.

Until the exercise of any Warrant, subject to the provisions of the Warrant Agreement and except as may be specifically provided for in the Warrant Agreement, (i) no Holder of a Warrant Certificate evidencing any Warrant shall have or exercise any rights by virtue hereof as a holder of Common Stock of the Company, including, without limitation, the right to vote, to receive dividends and other distributions or to receive notice of, or attend meetings of, stockholders or any other proceedings of the Company; (ii) the consent of any such Holder shall not be required with respect to any action or proceeding of the Company; (iii) except as provided with respect to a Winding Up of the Company, no such Holder, by reason of the ownership or possession of a Warrant or the Warrant Certificate representing the same, shall have any right to receive any cash dividends, stock dividends, allotments or rights or other distributions (except as specifically provided in the Warrant Agreement), paid, allotted or distributed or distributable to the stockholders of the Company prior to or for which the relevant record date preceded the date of the exercise of such Warrant; and (iv) no such Holder shall have any right not expressly conferred by the Warrant or Warrant Certificate held by such Holder.

This Warrant Certificate, each Warrant evidenced thereby and the Warrant Agreement shall be governed by and construed in accordance with the laws of the State of New York.

All terms used in this Warrant Certificate which are defined in the Warrant Agreement shall have the meanings assigned to them in the Warrant Agreement. In the event of any conflict between this Warrant Certificate and the Warrant Agreement, the Warrant Agreement shall control.

Exercise Form for Tranche A Warrant Certificate

American Stock Transfer & Trust Company, LLC
6201 15th Avenue
Brooklyn, New York 11219
Attention: Corporate Actions

Re: Extraction Oil & Gas, Inc. Warrant Agreement, dated as of [●], 2021

In accordance with and subject to the terms and conditions hereof and of the Warrant Agreement, the undersigned registered Holder of this Warrant Certificate hereby irrevocably elects to exercise _____ Warrants evidenced by this Warrant Certificate.

The undersigned requests that the shares of Common Stock issuable upon exercise be in fully registered form in such denominations and registered in such names and delivered, together with any other property receivable upon exercise, in such manner as is specified in the instructions set forth below.

If the number of Warrants exercised is less than all of the Warrants evidenced hereby, (i) if this Warrant Certificate is a Global Warrant Certificate, the Warrant Agent shall endorse the "Schedule of Decreases in Warrants" attached hereto to reflect the Warrants being exercised or (ii) if this Warrant Certificate is a Definitive Warrant Certificate, the undersigned requests that a new Definitive Warrant Certificate representing the remaining Warrants evidenced hereby be issued and delivered to the undersigned unless otherwise specified in the instructions below.

Dated: _____

Name: _____

(Please Print)

(Insert Social Security or Other
Identifying Number of Holder)

Address: _____

Signature

(Signature must conform in all respects to name
of Holder as specified on the face of this Warrant
Certificate and must bear a signature guarantee
by a bank, trust company or member firm of a
U.S. national securities exchange.)

Signature Guaranteed:

Instructions (i) as to denominations and names of Common Stock issuable upon exercise
and as to delivery of such securities and any other property issuable upon exercise and (ii) if
applicable, as to Definitive Warrant Certificates evidencing unexercised Warrants:

Assignment

(Form of Assignment To Be Executed If Holder Desires To Transfer Warrant Certificate)

FOR VALUE RECEIVED _____ hereby sells, assigns
and transfers unto

Please insert social security or
other identifying number

(Please print name and address including zip code)

the Warrants represented by the within Warrant Certificate and does hereby irrevocably constitute
and appoint _____ Attorney, to transfer said Warrant Certificate on the books of
the within-named Company with full power of substitution in the premises.

Dated: _____

Signature _____

(Signature must conform in all respects to name
of Holder as specified on the face of this Warrant
Certificate and must bear a signature guarantee
by a bank, trust company or member firm of a U.S.
national securities exchange.)

[SCHEDULE A

SCHEDULE OF DECREASES IN WARRANTS

The following decreases in the number of Warrants evidenced by this Global Warrant Certificate have been made:

Date	Amount of decrease in number of Warrants evidenced by this Global Warrant Certificate	Number of Warrants evidenced by this Global Warrant Certificate following such decrease	Signature of authorized signatory]⁶
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⁶ Include only on Global Warrant Certificate.

Exhibit H

Registration Rights Agreement

REGISTRATION RIGHTS AGREEMENT

among

[REORGANIZED XOG]

AND

THE HOLDERS PARTY HERETO

DATED January [●], 2021

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS	1
Section 1.1 Definitions	1
ARTICLE II DEMAND AND SHELF REGISTRATION	5
Section 2.1 Right to Demand; Demand Notices	5
Section 2.2 Shelf Registration	6
Section 2.3 Deferral or Suspension of Registration	8
Section 2.4 Effective Registration Statement	9
Section 2.5 Selection of Underwriters; Cutback	10
Section 2.6 Lock-up	11
Section 2.7 Participation in Underwritten Offering; Information by Holder	12
Section 2.8 Registration Expenses	12
ARTICLE III PIGGYBACK REGISTRATION	13
Section 3.1 Notices	13
Section 3.2 Underwriter’s Cutback	14
Section 3.3 Company Control	15
Section 3.4 Selection of Underwriters	15
Section 3.5 Withdrawal of Registration	15
ARTICLE IV REGISTRATION PROCEDURES	16
Section 4.1 Registration Procedures	16
ARTICLE V INDEMNIFICATION	20
Section 5.1 Indemnification by the Company	20
Section 5.2 Indemnification by Selling Investors	21
Section 5.3 Conduct of Indemnification Proceedings	21
Section 5.4 Settlement Offers	22
Section 5.5 Other Indemnification	22
Section 5.6 Contribution	22
ARTICLE VI EXCHANGE ACT COMPLIANCE	23
Section 6.1 Exchange Act Compliance	23
ARTICLE VII MISCELLANEOUS	23
Section 7.1 Severability	23
Section 7.2 Governing Law; Jurisdiction; Waiver of Jury Trial	23
Section 7.3 Other Registration Rights	24
Section 7.4 Successors and Assigns	24
Section 7.5 Notices	24
Section 7.6 Headings	25
Section 7.7 Additional Parties	25
Section 7.8 Adjustments	25
Section 7.9 Entire Agreement	25

Section 7.10	Counterparts; Facsimile or.pdf Signature	25
Section 7.11	Amendment	25
Section 7.12	Extensions; Waivers	26
Section 7.13	Further Assurances	26
Section 7.14	No Third-Party Beneficiaries.....	26
Section 7.15	Interpretation; Construction.....	26

THIS REGISTRATION RIGHTS AGREEMENT, dated as of January [●], 2021 (this “Agreement”), is entered into by and among [Reorganized XOG], a Delaware corporation (together with any successor entity thereto, the “Company”), and each of the Holders (as defined below) that are parties hereto from time to time.

RECITALS

A. The Company and certain affiliated debtors (collectively, the “Debtors”) filed the *Third Amended Joint Plan of Reorganization of Extraction Oil & Gas, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1009] on November 6, 2020, which, as amended, was confirmed by the United States Bankruptcy Court for the District of Delaware on December [●], 2020.

B. The Company proposes to issue the Common Stock (as defined below) pursuant to, and upon the terms set forth in, the Plan (as defined below).

C. The Company and the Holders have agreed to enter into this Agreement pursuant to which the Company shall grant the Holders registration rights under the Securities Act (as defined below) with respect to the Registrable Securities (as defined below) in furtherance of the foregoing.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Holders hereby agree as follows:

AGREEMENT

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used herein, the following terms shall have the following respective meanings:

“Adoption Agreement” shall mean an Adoption Agreement in the form attached hereto as Exhibit A.

“Affiliate” means, with respect to any Person, any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. As used in this definition, the term “control,” including the correlative terms “controlling,” “controlled by” and “under common control with,” means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or any partnership or other ownership interest, by contract or otherwise) of a Person. Notwithstanding the foregoing, (a) the Company, its Subsidiaries and their respective joint ventures (if any) shall not be considered Affiliates of any Holder for purposes of this Agreement, (b) no Holder shall be considered an Affiliate of (i) any portfolio company in which investment funds affiliated with such Holder have made a debt or equity investment (and vice versa), (ii) any limited partners, non-managing members of, or other similar direct or indirect

investors in such Holder or its investment fund affiliates or (iii) any portfolio company in which any limited partner, non-managing member of, or other similar direct or indirect investor in such Holder or any of its investment fund affiliates have made a debt or equity investment (and vice versa), and none of the Persons described in clauses (i) through (iii) of this definition shall be considered an Affiliate of each other and (c) without giving effect to the exception set forth in the beginning of this sentence, no Holder shall be considered an Affiliate of the Persons described in clauses (a) and/or (b) of this definition (and vice versa).

“Assignee” shall have the meaning set forth in Section 7.4.

“Automatic Shelf Registration Statement” means an “automatic shelf registration statement” as defined in Rule 405 (or any successor rule then in effect) promulgated under the Securities Act.

“beneficially owned”, “beneficial ownership” and similar phrases have the same meanings as such terms have under Rule 13d-3 (or any successor rule then in effect) under the Exchange Act, except that in calculating the beneficial ownership of any Holder, such Holder shall be deemed to have beneficial ownership of all securities that such Holder has the right to acquire, whether such right is currently exercisable or is exercisable upon the occurrence of a subsequent event.

“Board of Directors” shall mean the Board of Directors of the Company.

“Business Day” shall mean any day other than a Saturday, a Sunday or a day on which banks in New York, New York are authorized or obligated by law or executive order to close.

“Commission” shall mean the Securities and Exchange Commission or any other Federal agency at the time administering the Securities Act.

“Common Stock” shall mean, collectively, the Company’s common stock, par value \$[●] per share as it exists on the date of this Agreement following the effectiveness of the Plan, any additional security paid, issued or distributed in respect of any such shares by way of a dividend, stock split or distribution, or in connection with a combination of shares, and any security into which such Common Stock or additional securities shall have been converted or exchanged in connection with a recapitalization, reorganization, reclassification, merger, consolidation, exchange, distribution or otherwise.

“Control,” and its correlative meanings, “Controlling,” and “Controlled,” shall mean the possession, direct or indirect (including through one or more intermediaries), of the power to direct or cause the direction of the management of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Demand Holder” shall mean, with respect to any Demand Holder Group, a Holder that is a member of such Demand Holder Group.

“Demand Holder Group” shall mean Holders holding, together with their Affiliates, at least 25% of the outstanding Registrable Securities that together issue a Demand Notice pursuant to Section 2.1(b).

“Demand Holder Majority” shall mean, with respect to any Demand Holder Group, Holders that are members of such Demand Holder Group holding a majority of the Registrable Securities to be included pursuant to a Demand Notice issued by such Demand Holder Group.

“Demand Notice” shall have the meaning ascribed to it in Section 2.1(b).

“Demand Registration” shall mean a registration of Shares pursuant to Section 2.1.

“Demand Right” shall have the meaning ascribed to it in Section 2.1(a).

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“FINRA” shall mean the Financial Industry Regulatory Authority or any successor regulatory authority.

“Holder” shall mean the holders of Registrable Securities who are parties hereto (including, for the avoidance of doubt, Transferees of such Holders that acquire Registrable Securities in accordance with Section 7.4 and execute an Adoption Agreement in accordance with Section 7.4).

“Information” shall have the meaning ascribed to it in Section 4.1(i).

“Initial Notice” shall have the meaning ascribed to it in Section 3.1.

“Inspectors” shall have the meaning ascribed to it in Section 4.1(i).

“Lock-up Period” shall have the meaning ascribed to it in Section 2.6(a).

“Marketed Underwritten Shelf Take-Down” shall have the meaning ascribed to it in Section 2.2(c)(i).

“Non-Marketed Shelf Take-Down” shall have the meaning ascribed to it in Section 2.2(d).

“Person” shall be construed broadly and shall include, without limitation, an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

“Piggyback Notice” shall have the meaning ascribed to it in Section 3.1(a).

“Piggyback Registration” shall mean any registration pursuant to Section 3.1(a).

“Plan” means the Debtors’ *Third Amended Joint Plan of Reorganization of Extraction Oil & Gas, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, dated November 6, 2020 [Docket No. 1009], filed in the Company’s Chapter 11 cases in the United States Bankruptcy Court for the District of Delaware, Case No. 20-11548 (CSS) (including all exhibits, schedules and supplements thereto and as it may be amended, modified or supplemented from time to time).

“Prospectus” shall mean the prospectus included in any Registration Statement, as amended or supplemented by any prospectus supplement with respect to the terms of the offering of any portion of the securities covered by such Registration Statement and, in each case, by all other amendments and supplements to such prospectus, including post-effective amendments and, in each case, all material incorporated by reference in such prospectus.

“Records” shall have the meaning ascribed to it in Section 4.1(i).

“Registrable Securities” shall mean, with respect to any Holder, at any time, the Shares held or beneficially owned by such Holder at such time; provided, however, that as to any Registrable Securities, such securities shall cease to be Registrable Securities (i) upon the sale thereof pursuant to an effective registration statement, (ii) upon the sale thereof pursuant to Rule 144 or Rule 145 under the Securities Act, (iii) when such securities cease to be outstanding or (iv) if such securities shall have been otherwise transferred and new certificates or book-entries for them not bearing a legend restricting transfer shall have been delivered by the Company and such securities may be publicly resold without registration under the Securities Act.

“Registration Statement” shall mean any Registration Statement of the Company which covers the Registrable Securities, including any preliminary Prospectus and the Prospectus, amendments and supplements to such Registration Statement, including post-effective amendments, all exhibits thereto and all material incorporated by reference in such Registration Statement.

“Rule 144” shall mean Rule 144 under the Securities Act (or successor rule).

“Securities Act” shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Selling Investors” shall mean the Holders selling Registrable Securities pursuant to a Registration Statement under this Agreement.

“Selling Investors’ Counsel” shall have the meaning set forth in Section 4.1(b).

“Shares” shall mean shares of Common Stock and shall also include any security of the Company issued in respect of or in exchange for such securities of the Company, whether by way of dividend or other distribution, split, recapitalization, merger, rollup transaction, consolidation or reorganization.

“Shelf Holder” shall have the meaning ascribed to it in Section 2.2(a).

“Shelf Registration” shall have the meaning ascribed to it in Section 2.2(a).

“Shelf Registration Statement” shall have the meaning ascribed to it in Section 2.2(a).

“Shelf Take-Down” shall have the meaning ascribed to it in Section 2.2(a).

“Shelf Take-Down Notice” shall have the meaning ascribed to it in Section 2.2(c)(iii).

“Subsidiary” shall mean each Person in which another Person owns or controls, directly or indirectly, capital stock or other equity interests representing more than 50% in voting power of the outstanding capital stock or other equity interests.

“Transfer” shall mean any direct or indirect sale, assignment, transfer, conveyance, gift, bequest by will or under intestacy laws, pledge, hypothecation or other encumbrance, or any other disposition, of the stated security (or any interest therein or right thereto, including the issuance of any total return swap or other derivative whose economic value is primarily based upon the value of the stated security) or of all or part of the voting power (other than the granting of a revocable proxy) associated with the stated security (or any interest therein) whatsoever, or any other transfer of beneficial ownership of the stated security, with or without consideration and whether voluntarily or involuntarily (including by operation of law).

“Transferee” shall mean a Person acquiring Shares pursuant to a Transfer.

“Underwritten Offering” shall mean a sale, on the Company’s or any Holder’s behalf, of Shares by the Company or a Holder to an underwriter for reoffering to the public.

“Underwritten Shelf Take-Down” shall have the meaning ascribed to it in Section 2.2(c).

“Underwritten Shelf Take-Down Notice” shall have the meaning ascribed to it in Section 2.2(c).

ARTICLE II

DEMAND AND SHELF REGISTRATION

Section 2.1 Right to Demand; Demand Notices.

(a) Holders’ Demand for Registration. Subject to the provisions of this Article II, at any time and from time to time, a Demand Holder Group shall have the right to request in writing that the Company register the sale on Form S-1 (or any successor form thereto) or on Form S-3 (or any successor form thereto) under the Securities Act of all or part of the Registrable Securities beneficially owned by such Demand Holder Group (and/or its Affiliates) (a “Demand Right”).

(b) Demand Notices. All requests made pursuant to this Section 2.1 shall be made by providing written notice to the Company (each such written notice, a “Demand Notice”), which notice shall (i) specify the aggregate number and class or classes of Registrable Securities proposed to be registered by the Demand Holder Group (and/or its Affiliates) providing such Demand Notice and (ii) state the intended methods of disposition in the offering (including whether or not such offering shall be an Underwritten Offering).

(c) Demand Filing. Subject to Section 2.3, promptly (but in any event within five (5) Business Days) after receipt of any Demand Notice, the Company shall give written notice of the Demand Notice to all other Holders of Registrable Securities and otherwise comply with Section 3.1. Subject to Section 2.3, the Company shall use commercially reasonable efforts to file (or confidentially submit) the Registration Statement in respect of a Demand Notice as soon

as practicable and, in any event, within 60 days after receiving a Demand Notice and shall use commercially reasonable efforts to cause the same to be declared effective by the Commission as promptly as practicable after such filing (or confidential submission).

(d) Demand Withdrawal. A Demand Holder may withdraw all or any portion of its Registrable Securities from a Demand Registration by providing written notice to the Company at least five (5) Business Days prior to the earliest of (i) effectiveness of the applicable Registration Statement, (ii) the filing of any Registration Statement relating to such Demand Registration that includes a pricing range or (iii) the commencement of a “roadshow” relating to the Registration Statement for such Demand Registration. The withdrawal of a Demand Holder shall not cause a Demand Holder Group to cease to hold the required number of Registrable Securities for purposes of this Section 2.1.

Section 2.2 Shelf Registration.

(a) Filing. From and after such time as the Company shall have qualified for the use of a registration statement for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto on Form S-1 (the “Form S-1 Shelf”) or, if available, on Form S-3 (a “Form S-3 Shelf”) and, together with the Form S-1 Shelf and any Automatic Shelf Registration Statement, if available, a “Shelf Registration Statement”), the Company will, pursuant to the requirements of this Section 2.2(a), file (or confidentially submit) a Shelf Registration Statement upon the written request by any of the Holders or group of Holders who collectively have beneficial ownership of at least 10% of the outstanding Common Stock that the Company register under the Securities Act all or a portion of the Registrable Securities owned by such Holder or group of Holders at such time in accordance with Rule 415 under the Securities Act or any successor rule thereto (a “Shelf Registration”). Subject to Section 2.3, the Company shall give written notice of such request to all Holders promptly (but in any event within five (5) Business Days after receipt of any such written request from a Holder or group of Holders) and otherwise comply with Section 3.1. With respect to each Shelf Registration, (i) the Company shall add Registrable Securities of any Holder who requests in writing that the Company include the Registrable Securities owned by such Holder in the Shelf Registration Statement; provided, that, such written request is delivered to the Company at least ten (10) Business Days prior to the filing (or confidential submission) of the Shelf Registration Statement, and (ii) the Company shall use its commercially reasonable efforts to file (or confidentially submit) with the Commission as promptly as practicable, and, in any event, within 60 days, after it receives a request under this Section 2.2(a) to register all or a portion of the Registrable Securities. The Company shall use its commercially reasonable efforts to cause to be declared effective the Shelf Registration Statement as promptly as practicable after the filing (or confidential submission) thereof.

(b) Shelf Take-Downs. Any Holder whose Registrable Securities are included in an effective Shelf Registration Statement (a “Shelf Holder”) may initiate an offering or sale of all or part of such Registrable Securities (a “Shelf Take-Down”), in which case the provisions of this Section 2.2 shall apply. Notwithstanding the foregoing:

(i) any such Shelf Holder may initiate an unlimited number of Non-Marketed Shelf Take-Downs pursuant to Section 2.2(d) below; and

(ii) any such Shelf Holder may initiate (together with other co-initiating Shelf Holders) an unlimited number of Underwritten Offerings (including any block trade) pursuant to Section 2.2(c) below; provided that in each case, the Registrable Securities proposed to be sold by the initiating Shelf Holder (and, if applicable, other co-initiating Shelf Holders) shall be required to have a reasonably anticipated aggregate offering price of at least \$[25.0] million (before deduction of underwriting discounts and commissions).

(c) Underwritten Shelf Take-Downs.

(i) Subject to Section 2.2(b), if a Shelf Holder so elects in a written request delivered to the Company (an “Underwritten Shelf Take-Down Notice”), a Shelf Take-Down may be in the form of an Underwritten Offering (an “Underwritten Shelf Take-Down”) and, if necessary, the Company shall use its reasonable best efforts to file and effect an amendment or supplement to its Shelf Registration Statement for such purpose as soon as practicable. Such initiating Shelf Holder shall indicate in such Underwritten Shelf Take-Down Notice the number of Registrable Securities of such Shelf Holder to be included in such Underwritten Shelf Take-Down and whether it intends for such Underwritten Shelf Take-Down to involve a customary “roadshow” (including an “electronic roadshow”) or other marketing effort by the underwriters (a “Marketed Underwritten Shelf Take-Down”).

(ii) Promptly upon delivery of an Underwritten Shelf Take-Down Notice with respect to a Marketed Underwritten Shelf Take-Down (but in no event more than ten (10) days prior to the expected date of such Marketed Underwritten Shelf Take-Down), the Company shall promptly deliver a written notice of such Marketed Underwritten Shelf Take-Down to all Shelf Holders and, in each case, subject to Section 2.5(b) and Section 2.7, the Company shall include in such Marketed Underwritten Shelf Take-Down all such Registrable Securities of such Shelf Holders for which the Company has received written requests, which requests must specify the aggregate amount of such Registrable Securities of such Holder to be offered and sold pursuant to such Marketed Underwritten Shelf Take-Down, at least three (3) Business Days prior to the expected date of such Marketed Underwritten Shelf Take-Down.

(iii) Subject to Section 2.2(b), if a Shelf Holder desires to effect an Underwritten Shelf Take-Down that is not a Marketed Underwritten Shelf Take-Down, the Shelf Holder initiating such Shelf Take-Down shall provide written notice (a “Shelf Take-Down Notice”) of such Shelf Take-Down to the other Shelf Holders as far in advance of the completion of such Shelf Take-Down as shall be reasonably practicable in light of the circumstances applicable to such Shelf Take-Down, which Shelf Take-Down Notice shall set forth (A) the total number of Registrable Securities expected to be offered and sold in such Shelf Take-Down, (B) the expected plan of distribution of such Shelf Take-Down and (C) an invitation to the other Shelf Holders to elect to include in the Shelf Take-Down the Registrable Securities held by such other Shelf Holders (but subject to Section 2.5(b) and Section 2.7) and (D) the action or actions required (including the timing thereof) in connection with such Shelf Take-Down with respect to the other Shelf Holders if any such Shelf Holder elects to exercise such right.

(iv) Upon delivery of a Shelf Take-Down Notice, the other Shelf Holders may elect to sell Registrable Securities in such Shelf Take-Down, at the same price per Registrable Security and pursuant to the same terms and conditions with respect to payment for the Registrable Securities as agreed to by the initiating Shelf Holder (and, if applicable, co-initiating Shelf Holders), by sending an irrevocable written notice to the initiating Shelf Holder, indicating its election to participate in the Shelf Take-Down and the total number of its Registrable Securities to include in the Shelf Take-Down (but, in all cases, subject to Section 2.5(b) and Section 2.7).

(v) Notwithstanding the delivery of any Underwritten Shelf Take-Down Notice, all determinations as to whether to complete any Underwritten Shelf Take-Down and as to the timing, manner, price and other terms of any Underwritten Shelf Take-Down shall be at the discretion of the Shelf Holder (or, if there are co-initiating Shelf Holders, the Holders of a majority of the Registrable Securities under such Underwritten Shelf Take-Down Notice) initiating the Underwritten Shelf Take-Down.

(d) Non-Marketed Shelf Take-Downs. If a Shelf Holder desires to effect a Shelf Take-Down that does not constitute an Underwritten Shelf Take-Down (a “Non-Marketed Shelf Take-Down”) and if such Non-Marketed Shelf Take-Down requires reasonable actions to be taken by the Company, such Shelf Holder shall so indicate in a written request delivered to the Company no later than three (3) Business Days prior to the expected date of such Non-Marketed Shelf Take-Down (or such shorter period as the Company may agree), which request shall include (i) the aggregate number and class or classes of Registrable Securities expected to be offered and sold in such Non-Marketed Shelf Take-Down, (ii) the expected plan of distribution of such Non-Marketed Shelf Take-Down and (iii) the action or actions required (including the timing thereof) in connection with such Non-Marketed Shelf Take-Down, and, if necessary, the Company shall use its commercially reasonable efforts to file and effect an amendment or supplement to its Shelf Registration Statement for such purpose as soon as practicable to the extent permitted by the rules and regulations promulgated by the Commission.

(e) Continued Effectiveness. The Company shall use its reasonable best efforts to keep the Shelf Registration Statement filed pursuant to Section 2.2(a) hereof continuously effective under the Securities Act in order to permit the Prospectus forming a part thereof to be usable by a Shelf Holder until the earlier of (i) the date as of which all Registrable Securities registered by such Shelf Registration Statement have been sold and (ii) such shorter period as Shelf Holders holding a majority of the Registrable Securities may reasonably determine.

Section 2.3 Deferral or Suspension of Registration. If (a) the Company receives a Demand Notice, a request to file (or confidentially submit) a Shelf Registration Statement, or a written request from a Shelf Holder for a Shelf Take-Down and the Board of Directors, in its good faith judgment after consultation with the external advisors or legal counsel of the Company, determines that it would be materially adverse to the Company for such Registration Statement to be filed (or confidentially submitted) or declared effective on or before the date such filing or effectiveness would otherwise be required hereunder, or for such Registration Statement or Prospectus included therein to be used to sell Shares or for such Shelf Take-Down to be effected, because such action would: (i) materially interfere with a significant acquisition, corporate reorganization, financing, securities offering or other similar transaction involving the Company;

(ii) based on the advice of the Company's outside counsel, require disclosure of material non-public information that the Company has a bona fide business purpose for preserving as confidential; or (iii) render the Company unable to comply with requirements under the Securities Act or the Exchange Act, or (b) the Company is subject to a Commission stop order suspending the effectiveness of any Registration Statement or the initiation of proceedings with respect to such Registration Statement under Section 8(d) or 8(e) of the Securities Act, then the Company shall have the right to defer such filing (but not the preparation), initial effectiveness or continued use of a Registration Statement and the Prospectus included therein for a period of not more than 60 days (or such longer period as the Demand Holder Majority or Shelf Holder, as applicable, may determine). If the Company shall so postpone the filing or initial effectiveness of a Registration Statement with respect to a Demand Notice and if the Demand Holder Majority within 30 days after receipt of the notice of postponement advises the Company in writing that it has determined to withdraw such Demand Notice, then such Demand Registration shall be deemed to be withdrawn. Unless consented to in writing by the Holders, the Company shall not use the deferral or suspension rights provided under this Section 2.3 more than once in any 12-month period. In the event of any deferral or suspension pursuant to this Section 2.3, the Company shall (i) use its reasonable best efforts to keep the Demand Holder Group or Shelf Holders, as applicable, apprised of the estimated length of the anticipated delay; and (ii) notify the Demand Holder Group or Shelf Holders, as applicable, promptly upon termination of the deferral or suspension. After the expiration of the deferral or suspension period and without any further request from the Demand Holder Majority or Shelf Holders, as applicable, to the extent such Demand Holder Majority has not withdrawn the Demand Notice, if applicable, the Company shall as promptly as reasonably practicable prepare and file (or confidentially submit) a Registration Statement or post-effective amendment or supplement to the applicable Registration Statement or document, or file any other required document, as applicable, so that, as thereafter delivered to purchasers of the Registrable Securities included therein, the Prospectus will not include a material misstatement or omission and will be effective and useable for the sale of Registrable Securities.

Section 2.4 Effective Registration Statement. A registration requested pursuant to this Article II shall not be deemed to have been effected:

(a) unless a registration statement with respect thereto has been declared effective by the Commission and remains effective in compliance with the provisions of the Securities Act and the laws of any U.S. state or other jurisdiction applicable to the disposition of Registrable Securities covered by such registration statement for not less than 180 days (or such shorter period as will terminate when all of such Registrable Securities shall have been disposed of in accordance with such registration statement) or, if such registration statement relates to an underwritten offering, such longer period as, in the opinion of external counsel for the Company, a prospectus is required by law to be delivered in connection with sales of Registrable Securities by an underwriter or dealer;

(b) if, after it becomes effective, such registration is interfered with by any stop order, injunction or other order or requirement of the Commission or other governmental authority or court for any reason other than a violation of applicable law solely by any Selling Investor and has not thereafter become effective; or

(c) if, in the case of an Underwritten Offering, the conditions to closing specified in an underwriting agreement applicable to the Company are not satisfied or waived other than by reason of any breach or failure by any Selling Investor.

Section 2.5 Selection of Underwriters; Cutback.

(a) Selection of Underwriters. If a Demand Holder Group intends to offer and sell the Registrable Securities covered by its request under this Article II by means of an Underwritten Offering, such Demand Holder Group shall, in reasonable consultation with other participating Holders, and in the final determination of the Holders of a majority of the Registrable Securities under such Underwritten Offering, select the managing underwriter or underwriters to administer such offering, which managing underwriter or underwriters shall be investment banking firms of nationally recognized standing and shall be reasonably acceptable to the Company, such acceptance not to be unreasonably withheld, conditioned or delayed. If a Shelf Holder intends to offer and sell the Registrable Securities covered by its request under this Article II by means of an Underwritten Shelf Take-Down, the participating Shelf Holders shall mutually select, in the final determination of the Holders of a majority of the Registrable Securities under such Underwritten Offering, the managing underwriter or underwriters to administer such offering, which managing underwriter or underwriters shall be investment banking firms of nationally recognized standing and shall be reasonably acceptable to the Company, such acceptance not to be unreasonably withheld, conditioned or delayed.

(b) Underwriter's Cutback. Notwithstanding any other provision of this Article II or Section 3.1, if the managing underwriter or underwriters of an Underwritten Offering in connection with a Demand Registration or a Shelf Registration advise the Company in their good faith opinion that the inclusion of all such Registrable Securities proposed to be included in the Registration Statement or such Underwritten Offering would be reasonably likely to interfere with the successful marketing, including, but not limited to, the pricing, timing or distribution, of the Registrable Securities to be offered thereby or in such Underwritten Offering, and no Holder has delivered a Piggyback Notice with respect to such Underwritten Offering, then the number of Shares proposed to be included in such Registration Statement or Underwritten Offering shall be allocated among the Company, the Selling Investors and all other Persons selling Shares in such Underwritten Offering in the following order:

(i) *first*, the Registrable Securities of the class or classes proposed to be registered held by the Holder or Holders that initiated (or co-initiated) such Demand Registration, Shelf Registration or Underwritten Offering and the Registrable Securities of the same class or classes (or convertible at the Holder's option into such class or classes) held by other Holders requested to be included in such Demand Registration, Shelf Registration or Underwritten Offering (*pro rata* among the respective Holders of such Registrable Securities in proportion, as nearly as practicable, to the amounts of Registrable Securities requested to be included in such registration by each such Holder at the time of such Demand Registration, Shelf Registration or Underwritten Offering);

(ii) *second*, all other securities of the same class or classes (or convertible at the holder's option into such class or classes) requested to be included in

such Demand Registration, Shelf Registration or Underwritten Offering other than securities to be sold by the Company; and

(iii) *third*, the securities of the same class or classes to be sold by the Company.

No Registrable Securities excluded from the underwriting by reason of the underwriter's marketing limitation shall be included in such registration or offering. If the underwriter has not limited the number of Registrable Securities to be underwritten, the Company may include securities for its own account (or for the account of any other Persons) in such registration if the underwriter so agrees and if the number of Registrable Securities would not thereby be limited.

Section 2.6 Lock-up.

(a) If requested by the managing underwriters in connection with any Underwritten Offering, each Holder (i) who beneficially owns 5% or more of the outstanding Shares or (ii) who is a natural person and serving as a director or executive officer of the Company shall agree to be bound by customary lock-up agreements providing that such Holder shall not, directly or indirectly, effect any Transfer (including sales pursuant to Rule 144) of any such Shares without prior written consent from the underwriters managing such Underwritten Offering during a period beginning on the date of launch of such Underwritten Offering and ending up to 90 days from and including the date of pricing or such shorter period as reasonably requested by the underwriters managing such Underwritten Offering (the "Lock-Up Period"); provided that (A) the foregoing shall not apply to any Shares that are offered for sale as part of such Underwritten Offering, (B) such Lock-Up Period shall be no longer than and on substantially the same terms as the lock-up period applicable to the Company and the executive officers and directors of the Company and (C) such Lock-Up Period shall not commence unless the Company notifies the Holders in writing prior to the commencement of the Lock-Up Period. Each such Holder agrees to execute a customary lock-up agreement in favor of the underwriters to such effect. The provisions of this Section 2.6(a) will no longer apply to a Holder if (x) such Holder ceases to hold any Shares or (y) except in the case of any Holder who is a current director or executive officer of the Company, such Holder beneficially owns less than 1% of the outstanding Shares.

(b) Nothing in Section 2.6(a) shall prevent: (i) any Holder that is a partnership, limited liability company or corporation from (A) making a distribution of Shares to the partners, members or stockholders thereof or (B) Transferring Shares to an Affiliate of such Holder; (ii) any Holder who is an individual from Transferring Shares to (A) an individual by will or the laws of descent or distribution or by gift without consideration of any kind or (B) a trust or estate planning-related entity for the sole benefit of such Holder or a lineal descendant or antecedent or spouse; (iii) any Holder from (A) pledging, hypothecating or otherwise granting a security interest in Shares or securities convertible into or exchangeable for Shares to one or more lending institutions as collateral or security for any loan, advance or extension of credit and any transfer upon foreclosure upon such Shares or such securities or (B) Transferring Shares pursuant to a final non-appealable order of a court or regulatory agency or (iv) any Holder from Transferring Shares in a manner that was permitted under, but subject to the conditions described in, the lock-ups entered into in connection with the Company's initial public offering; provided that, in the case of clauses (i), (ii), (iii) and (iv), such Transfer is otherwise in compliance with applicable

securities laws; provided, further, that, in the case of subclause (B) of clause (i), clause (ii) and, if applicable, clause (iv), each such Transferee agrees in writing to become subject to the terms of this Agreement by executing an Adoption Agreement and agrees to be bound by the applicable underwriter lock-up.

Section 2.7 Participation in Underwritten Offering; Information by Holder. No Holder may participate in an Underwritten Offering hereunder unless such Holder (a) agrees to sell such Holder's Shares on the basis provided in any underwriting arrangements, and in accordance with the terms and provisions of this Agreement, including any lock-up arrangements, and (b) completes and executes all questionnaires, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements. In addition, the Holders shall furnish to the Company such information regarding such Holder or Holders and the distribution proposed by such Holders, as applicable, as the Company may reasonably request in writing and as shall be required in connection with any registration, qualification or compliance referred to in this Article II. Nothing in this Section 2.7 shall be construed to create any additional rights regarding the registration of Shares in any Person otherwise than as set forth herein.

Section 2.8 Registration Expenses. All expenses incident to the Company's performance of or compliance with this Agreement, including without limitation (i) all registration and filing fees, and any other fees and expenses associated with filings required to be made with any stock exchange, the Commission and FINRA (including, if applicable, the fees and expenses of any "qualified independent underwriter" and its counsel as may be required by the rules and regulations of FINRA), (ii) all fees and expenses of compliance with state securities or blue sky laws (including fees and disbursements of counsel for the underwriters or Selling Investors in connection with blue sky qualifications of the Shares and determination of their eligibility for investment under the laws of such jurisdictions as the managing underwriters or the Demand Holders Majority may designate), (iii) all printing and related messenger and delivery expenses (including expenses of printing certificates for the Shares in a form eligible for deposit with The Depository Trust Company and of printing prospectuses), (iv) all fees and disbursements of counsel for the Company and of all independent certified public accountants of the Company and its Subsidiaries (including the expenses of any special audit and "cold comfort" letters required by or incident to such performance), (v) all fees and expenses incurred in connection with the listing of the Shares on any securities exchange and all rating agency fees, (vi) all reasonable fees and documented out-of-pocket disbursements of a single Selling Investors' Counsel selected by the Demand Holder Majority or, if no Demand Holders' Registrable Securities are included in a Piggyback Registration or Shelf Registration, a single legal counsel chosen by the Holders of a majority of the Registrable Securities included in such Piggyback Registration or Shelf Registration, as applicable, (vii) all reasonable fees and documented out-of-pocket disbursements of underwriters customarily paid by the issuer or sellers of securities, including expenses of any special experts retained in connection with the requested registration (excluding underwriting discounts and commissions and transfer taxes, if any, and fees and disbursements of counsel to underwriters (other than such fees and disbursements incurred in connection with any registration or qualification of Shares under the securities or blue sky laws of any state)), (viii) Securities Act liability insurance or similar insurance if the Company or the underwriters so require in accordance with then-customary underwriting practice, and (ix) fees and expenses of other Persons retained by the Company, and any other reasonable expenses customarily paid by the issuers of securities, will be borne by the Company, regardless of whether the Registration Statement becomes effective

(or such offering is completed) and whether or not all or any portion of the Registrable Securities originally requested to be included in such registration are ultimately included in such registration; provided, however, that (x) any underwriting discounts, commissions or fees in connection with the sale of the Registrable Securities will be borne by the Holders pro rata on the basis of the number of Shares so registered and sold, (y) transfer taxes with respect to the sale of Registrable Securities will be borne by the Holder of such Registrable Securities and (z) the fees and expenses of any accountants or other persons retained or employed by any Holder will be borne by such Holder.

ARTICLE III

PIGGYBACK REGISTRATION

Section 3.1 Notices.

(a) If the Company at any time proposes for any reason to register the sale of a class or classes of Shares under the Securities Act (other than a registration on Form S-4 or Form S-8, or any successor of either such form, or a registration relating solely to the offer and sale to the Company's directors or employees pursuant to any employee stock plan or other employee benefit plan or arrangement or a registration relating to its initial public offering) whether or not Shares are to be sold by the Company or otherwise, and whether or not in connection with any Demand Registration pursuant to Section 2.1, any Shelf Registration pursuant to Section 2.2 or any other agreement (such registration, a "Piggyback Registration"), the Company shall give to each Holder holding Shares of the same class or classes proposed to be registered (or convertible at the Holder's option into such class or classes) eligible to participate in such Piggyback Registration written notice of its intention to so register the Shares (i) in the case of a "bought deal," "registered direct offering" or "overnight transaction" (a "Bought Deal"), at least two (2) Business Days, or (ii) otherwise at least five (5) Business Days (or such shorter period as reasonably practical) prior to the expected date of filing of such Registration Statement or amendment thereto in which the Company first intends to identify the selling stockholders and the number of Registrable Securities to be sold (each such notice, an "Initial Notice"). The Company shall, subject to the provisions of Section 3.2 and Section 3.3 below, use its reasonable best efforts to include in such Piggyback Registration on the same terms and conditions as the securities otherwise being sold, all Registrable Securities of the same class or classes as the Shares proposed to be registered (or convertible at the Holder's option into such class or classes) with respect to which the Company has received written requests from Holders for inclusion therein within the time period specified by the Company in the applicable Initial Notice, which time period shall be (x) in the case of a Bought Deal, not less than two (2) Business Days, or (y) otherwise, not less than three (3) Business Days after sending the applicable Initial Notice (each such written request, a "Piggyback Notice"), which Piggyback Notice shall specify the number of Shares proposed to be included in the Piggyback Registration.

(b) If a Holder does not deliver a Piggyback Notice within the period specified in Section 3.1(a), such Holder shall be deemed to have irrevocably waived any and all rights under this Article III with respect to such registration (but not with respect to future registrations in accordance with this Article III).

(c) No registration effected under this Section 3.1 shall relieve the Company of its obligation to effect any registration upon request under Section 2.1 or Section 2.2 hereof, and no registration effected pursuant to this Section 3.1 shall be deemed to have been effected pursuant to Section 2.1 or Section 2.2 hereof. The Initial Notice, the Piggyback Notice and the contents thereof shall be kept confidential until the public filing of the Registration Statement.

Section 3.2 Underwriter's Cutback. If the managing underwriter of an Underwritten Offering (including an offering pursuant to Section 2.1 or Section 2.2) that includes a Piggyback Registration advises the Company that it is the managing underwriter's good faith opinion that the inclusion of all such Registrable Securities proposed to be included in the Registration Statement for such Underwritten Offering would be reasonably likely to interfere with the successful marketing, including, but not limited to, the pricing, timing or distribution, of the Registrable Securities to be offered thereby, then the number of Shares proposed to be included in such Underwritten Offering shall be allocated among the Company, the Selling Investors and all other Persons selling Shares in such Underwritten Offering in the following order:

(a) If the Piggyback Registration referred to in Section 3.1 is initiated as an underwritten primary registration on behalf of the Company, then, with respect to each class proposed to be registered:

(i) *first*, the Shares held by the Company of the class or classes proposed to be registered that the Company proposes to sell, as applicable;

(ii) *second*, all Registrable Securities of the same class or classes (or convertible at the Holder's option into such class or classes) held by Holders requested to be included in such Piggyback Registration (*pro rata* among the respective Holders of such Registrable Securities in proportion, as nearly as practicable, to the amounts of Registrable Securities requested to be included in such registration by each such Holder at the time of such Piggyback Registration); and

(iii) *third*, all other securities of the same class or classes (or convertible at the Holder's option into such class or classes) requested to be included in such Piggyback Registration.

(b) if the Piggyback Registration referred to in Section 3.1 is an underwritten secondary registration on behalf of any Holder, then, with respect to each class proposed to be registered:

(i) *first*, the Registrable Securities of the class or classes proposed to be registered held by such Holder and the Registrable Securities of the same class or classes (or convertible at the Holder's option into such class or classes) held by other Holders requested to be included in such Piggyback Registration (*pro rata* among the respective Holders of such Registrable Securities in proportion, as nearly as practicable, to the amounts of Registrable Securities requested to be included in such registration by each such Holder at the time of such Piggyback Registration);

(ii) *second*, all other securities of the same class or classes (or convertible at the holder's option into such class or classes) requested to be included in such Piggyback Registration other than Shares to be sold by the Company; and

(iii) *third*, the Shares of the same class or classes to be sold by the Company.

(c) if the Piggyback Registration referred to in Section 3.1 is an underwritten secondary registration on behalf of any holder of Common Stock other than a Holder, then, with respect to each class proposed to be registered:

(i) *first*, the Registrable Securities of the class or classes proposed to be registered held by such holder;

(ii) *second*, the Registrable Securities of the same class or classes (or convertible at the Holder's option into such class or classes) held by Holders requested to be included in such Piggyback Registration (*pro rata* among the respective Holders of such Registrable Securities in proportion, as nearly as practicable, to the amounts of Registrable Securities requested to be included in such registration by each such Holder at the time of such Piggyback Registration);

(iii) *third*, all other securities of the same class or classes (or convertible at the holder's option into such class or classes) requested to be included in such Piggyback Registration other than Shares to be sold by the Company; and

(iv) *fourth*, the Shares of the same class or classes to be sold by the Company.

Section 3.3 Company Control. Except for a Registration Statement being filed in connection with the exercise of a Demand Right or a Shelf Registration, the Company may decline to file a Registration Statement after an Initial Notice has been given or after receipt by the Company of a Piggyback Notice, and the Company may withdraw a Registration Statement after filing and after such Initial Notice or Piggyback Notice, but prior to the effectiveness of the Registration Statement, provided that (i) the Company shall promptly notify the Selling Investors in writing of any such action and (ii) nothing in this Section 3.3 shall prejudice the right of any Demand Holder Group to immediately request that such registration be effected as a registration under Section 2.1 or Section 2.2 to the extent permitted thereunder.

Section 3.4 Selection of Underwriters. If the Company intends to offer and sell Shares by means of an Underwritten Offering (other than an offering pursuant to Section 2.1 or Section 2.2), the Company shall select the managing underwriter or underwriters to administer such Underwritten Offering, which managing underwriter or underwriters shall be investment banking firms of nationally recognized standing.

Section 3.5 Withdrawal of Registration. Any Holder shall have the right to withdraw all or a part of its Piggyback Notice by giving written notice to the Company of such withdrawal at least five (5) Business Days prior to the earliest of (i) effectiveness of the applicable Registration Statement, (ii) the filing of any Registration Statement relating to such Piggyback Registration that

includes a price range or (iii) commencement of a “roadshow” relating to the Registration Statement for such Piggyback Registration.

ARTICLE IV

REGISTRATION PROCEDURES

Section 4.1 Registration Procedures. If and whenever the Company is under an obligation pursuant to the provisions of this Agreement to use its commercially reasonable efforts to effect the registration of any Registrable Securities, the Company shall, as expeditiously as practicable:

(a) in the case of Registrable Securities, use its commercially reasonable efforts to cause a Registration Statement that registers such Registrable Securities to become and remain effective for a period of 180 days or, if earlier, until all of such Registrable Securities covered thereby have been disposed of; provided, that, in the case of any registration of Registrable Securities on a Shelf Registration Statement which are intended to be offered on a continuous or delayed basis, such 180-day period shall be extended, if necessary, to keep the registration statement continuously effective, supplemented and amended to the extent necessary to ensure that it is available for sales of such Registrable Securities, and to ensure that it conforms with the requirements of this Agreement, the Securities Act and the policies, rules and regulations of the Commission as announced from time to time, until the earlier of when (i) the Holders have sold all of such Registrable Securities and (ii) all of such Registrable Securities have become eligible for immediate sale pursuant to Rule 144 under the Securities Act by the Holder thereof without restriction by the manner of sale, volume and other limitations under such rule;

(b) furnish to each Selling Investor, at least ten (10) Business Days before filing a Registration Statement, or such shorter period as reasonably practical, copies of such Registration Statement or any amendments or supplements thereto, which documents shall be subject to the review, comment and approval by one lead counsel (and any reasonably necessary local counsel) selected by the Holders who beneficially own a majority of such Registrable Securities included on such Registration Statement, and who shall represent all Selling Investors as a group (the “Selling Investors’ Counsel”) (it being understood that such ten (10) Business Day period need not apply to successive drafts of the same document proposed to be filed so long as such successive drafts are supplied to the Selling Investors’ Counsel in advance of the proposed filing by a period of time that is customary and reasonable under the circumstances);

(c) furnish to each Selling Investor and each underwriter, if any, such number of copies of final conformed versions of the applicable registration statement and of each amendment and supplement thereto (in each case including all exhibits and any documents incorporated by reference) reasonably requested by such Selling Investor or underwriter in writing;

(d) in the case of Registrable Securities, prepare and file with the Commission such amendments, including post-effective amendments, and supplements to such Registration Statement and the applicable Prospectus or Prospectus supplement, including any free writing prospectus as defined in Rule 405 under the Securities Act, used in connection therewith as may be (i) reasonably requested by any Holder (to the extent such request relates to information

relating to such Holder), or (ii) necessary to keep such Registration Statement effective for at least the period specified in Section 4.1(a) and to comply with the provisions of this Agreement and the Securities Act with respect to the sale or other disposition of such Registrable Securities, and furnish to each Selling Investor and to the managing underwriter(s), if any, within a reasonable period of time prior to the filing thereof a copy of any amendment or supplement to such Registration Statement or Prospectus; provided, however, that, with respect to each free writing prospectus or other materials to be delivered to purchasers at the time of sale of the Registrable Securities, the Company shall (i) ensure that no Registrable Securities are sold “by means of” (as defined in Rule 159A(b) under the Securities Act) such free writing prospectus or other materials without the prior written consent of the sellers of the Registrable Securities, which free writing prospectus or other materials shall be subject to the review of counsel to such sellers and (ii) make all required filings of all free writing prospectuses or other materials with the Commission as are required;

(e) notify in writing each Holder promptly (i) of the receipt by the Company of any notification with respect to any comments by the Commission with respect to such Registration Statement or any amendment or supplement thereto or any request by the Commission for the amending or supplementing thereof or for additional information with respect thereto, (ii) of the receipt by the Company of any notification with respect to the issuance by the Commission of any stop order suspending the effectiveness of such Registration Statement or any amendment or supplement thereto or the initiation or threatening of any proceeding for that purpose and (iii) of the receipt by the Company of any notification with respect to the suspension of the qualification of such Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purposes and, in any such case as promptly as reasonably practicable thereafter, prepare and file an amendment or supplement to such Registration Statement or Prospectus which will correct such statement or omission or effect such compliance;

(f) use its reasonable best efforts to register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions as the Holders reasonably request and do any and all other acts and things which may be reasonably necessary or advisable to enable such Holders to consummate their disposition in such jurisdictions; provided, however, that the Company will not be required to qualify generally to do business, subject itself to general taxation or consent to general service of process in any jurisdiction where it would not otherwise be required to do so but for this Section 4.1(f);

(g) furnish to each Selling Investor such number of copies of a summary Prospectus or other prospectus, including a preliminary prospectus and any other prospectus filed under Rule 424 under the Securities Act, in conformity with the requirements of the Securities Act, and such other documents as such Selling Investors or any underwriter may reasonably request in writing;

(h) notify on a timely basis each Holder of such Registrable Securities at any time when a prospectus relating to such Registrable Securities is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing and, at the request of such Holder,

as soon as practicable prepare and furnish to such Holder a reasonable number of copies of a supplement to or an amendment of such Prospectus as may be necessary so that, as thereafter delivered to the offeree of such securities, such Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing;

(i) make available for inspection by the Selling Investors, the Selling Investors' Counsel or any underwriter participating in any disposition pursuant to such Registration Statement and any attorney, accountant or other agent retained by any such Selling Investor or underwriter (collectively, the "Inspectors"), all pertinent financial and other records, pertinent corporate documents and properties of the Company (collectively, the "Records"), as shall be necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors and employees to supply all information (together with the Records, the "Information") reasonably requested by any such Inspector in connection with such Registration Statement and request that the independent public accountants who have certified the Company's financial statements make themselves available, at reasonable times and for reasonable periods, to discuss the business of the Company. Any of the Information which the Company determines in good faith to be confidential, and of which determination the Inspectors are so notified, shall not be disclosed by the Inspectors unless (i) the disclosure of such Information is necessary to avoid or correct a misstatement or omission in the Registration Statement, (ii) the release of such Information is requested or required pursuant to a subpoena, order from a court of competent jurisdiction or other interrogatory by a governmental entity or similar process; (iii) such Information has been made generally available to the public; or (iv) such Information is or becomes available to such Inspector on a non-confidential basis other than through the breach of an obligation of confidentiality (contractual or otherwise). The Holder(s) of Registrable Securities agree that they will, upon learning that disclosure of such Information is sought in a court of competent jurisdiction or by another governmental entity, give notice to the Company and allow the Company, at the Company's expense, to undertake appropriate action to prevent disclosure of the Information deemed confidential;

(j) in the case of an Underwritten Offering, deliver to the underwriters of such Underwritten Offering a "comfort" letter in customary form and at customary times and covering matters of the type customarily covered by such comfort letters from its independent certified public accountants;

(k) in the case of an Underwritten Offering, deliver to the underwriters of such Underwritten Offering a written and signed legal opinion or opinions in customary form from its outside or in-house legal counsel dated the closing date of the Underwritten Offering;

(l) provide a transfer agent and registrar (which may be the same entity and which may be the Company) for such Registrable Securities and deliver to such transfer agent and registrar such customary forms, legal opinions from its outside or in-house legal counsel, agreements and other documentation as such transfer agent and/or registrar so request;

(m) issue to any underwriter to which any Selling Investors may sell Registrable Securities in such offering certificates evidencing such Registrable Securities;

(n) upon the request of any Holder of the Registrable Securities included in such registration, use reasonable best efforts to cause such Registrable Securities to be listed on any national securities exchange on which any Shares are listed or, if the Shares are not listed on a national securities exchange, use its reasonable best efforts to qualify such Registrable Securities for inclusion on such national securities exchange as the Company shall designate;

(o) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the Commission and make available to its security holders, as soon as reasonably practicable, earnings statements (which need not be audited) covering a period of 12 months beginning within three months after the effective date of the Registration Statement, which earnings statements shall satisfy the provisions of Section 11(a) of the Securities Act;

(p) notify the Holders and the lead underwriter or underwriters, if any, and (if requested) confirm such advice in writing, as promptly as reasonably practicable after notice thereof is received by the Company when the applicable Registration Statement or any amendment thereto has been filed or becomes effective and when the applicable Prospectus or any amendment or supplement thereto has been filed;

(q) use its reasonable best efforts to prevent the entry of, and use its reasonable best efforts to obtain as promptly as reasonably practicable the withdrawal of, any stop order with respect to the applicable Registration Statement or other order suspending the use of any preliminary or final Prospectus;

(r) promptly incorporate in a prospectus supplement or post-effective amendment to the applicable Registration Statement such information as the lead underwriter or underwriters, if any, and each Selling Investor agree should be included therein relating to the plan of distribution with respect to such class of Registrable Securities, which may include disposition of Registrable Securities by all lawful means, including firm-commitment underwritten public offerings, block trades, agented transactions, sales directly into the market, purchases or sales by brokers, derivative transactions, short sales, stock loan or stock pledge transactions and sales not involving a public offering; and make all required filings of such prospectus supplement or post-effective amendment as promptly as reasonably practicable after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment;

(s) cooperate with each Holder and each underwriter or agent, if any, participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA;

(t) provide a CUSIP number or numbers for all such shares, in each case not later than the effective date of the applicable registration statement;

(u) to the extent reasonably requested by the lead or managing underwriters in connection with an Underwritten Offering (including an Underwritten Offering pursuant to Section 2.1 or Section 2.2), send appropriate officers of the Company to attend any “roadshows” scheduled in connection with any such Underwritten Offering, with all out of pocket costs and expenses incurred by the Company or such officers in connection with such attendance to be paid by the Company;

(v) enter into such agreements (including an underwriting agreement in customary form) and take such other actions as the Selling Investor or Selling Investors, as the case may be, owning at least a majority of the Registrable Securities covered by any applicable Registration Statement shall reasonably request in order to expedite or facilitate the disposition of such Registrable Securities, including customary indemnification and contribution to the effect and to the extent provided in Article V hereof, provided, however, that if a Holder becomes a party to any underwriting agreement or related documents, the Holder shall not be required in any such underwriting agreement or related documents to make any representations or warranties to or agreements with the Company or the underwriters other than customary representations, warranties or agreements regarding such Holder's title to Registrable Securities and any written information provided by the Holder to the Company expressly for inclusion in the related Registration Statement, and the liability of any Holder under the underwriting agreement shall be several and not joint and in no event shall the liability of any Holder under the underwriting agreement be greater in amount than the dollar amount of the proceeds received by such Holder under the sale of the Registrable Securities pursuant to such underwriting agreement (net of underwriting discounts and commissions); and

(w) subject to all the other provisions of this Agreement, use its reasonable best efforts to take all other steps necessary to effect the registration, marketing and sale of such Registrable Securities contemplated hereby.

ARTICLE V

INDEMNIFICATION

Section 5.1 Indemnification by the Company. The Company agrees to indemnify and hold harmless, to the full extent permitted by law, each Holder, its Affiliates and their respective officers, directors, managers, partners, members and representatives, and each of their respective successors and assigns, against any losses, claims, damages, liabilities and expenses caused by any violation by the Company of the Securities Act or the Exchange Act applicable to the Company and relating to action or inaction required of the Company in connection with the registration contemplated by a Registration Statement or any untrue or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus, or preliminary Prospectus or any amendment thereof or supplement thereto, or any other disclosure document (including reports and other documents filed under the Exchange Act and any document incorporated by reference therein) or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same was made in reliance on and in conformity with any information furnished in writing to the Company by such Holder expressly for use therein; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability or expense arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any Registration Statement, Prospectus, or preliminary Prospectus or any amendment thereof or supplement thereto in reliance upon and in conformity with information furnished to the Company in writing by the Person asserting such loss, claim, damage, liability or expense specifically for use therein. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of any such Person and shall survive the transfer of such securities. The Company will also indemnify underwriters, selling brokers, dealer managers and

similar securities industry professionals participating in the distribution, their officers and directors and each Person who Controls such Persons to the same extent as provided above with respect to the indemnification of the Holder, if requested.

Section 5.2 Indemnification by Selling Investors. Each Selling Investor agrees to indemnify and hold harmless, to the full extent permitted by law, the Company, the Company's Controlled Affiliates and their respective directors, managers, partners, members and representatives, and each of their respective successors and assigns, and each Person who Controls the Company against any losses, claims, damages or liabilities and expenses caused by any untrue or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus, or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, to the extent, but only to the extent, that such untrue statement or omission was made in reliance on and in conformity with any information furnished in writing by such Selling Investor to the Company expressly for inclusion in such Registration Statement and has not been corrected in a subsequent writing prior to or concurrently with the sale of the Registrable Securities to the Person asserting such loss, claim, damage, liability or expense; provided that the obligation to indemnify shall be several, not joint and several, for each Selling Investor and in no event shall the liability of any Selling Investor hereunder be greater in amount than the dollar amount of the net proceeds received by such Selling Investor upon the sale of the Registrable Securities giving rise to such indemnification obligation.

Section 5.3 Conduct of Indemnification Proceedings. Any Person entitled to indemnification hereunder will (i) give prompt (but in any event within 30 days after such Person has actual knowledge of the facts constituting the basis for indemnification) written notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided, however, that any delay or failure to so notify the indemnifying party shall relieve the indemnifying party of its obligations hereunder only to the extent, if at all, that it is prejudiced by reason of such delay or failure. Any Person entitled to indemnification hereunder shall have the right to select and employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such Person unless (a) the indemnifying party has agreed in writing to pay such fees or expenses, (b) the indemnifying party shall have failed to assume the defense of such claim within a reasonable time after receipt of notice of such claim from the Person entitled to indemnification hereunder and employ counsel reasonably satisfactory to such Person, (c) the indemnified party has reasonably concluded, based on the advice of counsel, that there may be legal defenses available to it or other indemnified parties that are different from or in addition to those available to the indemnifying party or (d) in the reasonable judgment of any such Person, based upon advice of counsel, a conflict of interest may exist between such Person and the indemnifying party with respect to such claims (in which case, if such Person notifies the indemnifying party in writing that such Person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such Person). If such defense is not assumed by the indemnifying party, the indemnifying party will not be subject to any liability for any settlement made without its consent (but such consent will not be unreasonably withheld, conditioned or delayed). No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened action or claim in respect of

which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement includes (i) an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action, (ii) does not include a statement as to or an admission of fault, culpability or failure to act by or on behalf of any indemnified party and (iii) does not commit any indemnified party to take, or hold back from taking, any action. No indemnified party shall, without the written consent of the indemnifying party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder, and no indemnifying party shall be liable for any settlement or compromise of, or consent to the entry of judgment with respect to, any such action or claim effected without its consent, in each case which consent shall not be unreasonably withheld.

Section 5.4 Settlement Offers. Whenever the indemnified party or the indemnifying party receives a firm offer to settle a claim for which indemnification is sought hereunder, it shall promptly notify the other of such offer. If the indemnifying party refuses to accept such offer within 20 Business Days after receipt of such offer (or of notice thereof), such claim shall continue to be contested and, if such claim is within the scope of the indemnifying party's indemnity contained herein, the indemnified party shall be indemnified pursuant to the terms hereof. An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim in any one jurisdiction, unless in the written opinion of counsel to the indemnified party, reasonably satisfactory to the indemnifying party, use of one counsel would be expected to give rise to a conflict of interest between such indemnified party and any other of such indemnified parties with respect to such claim, in which event the indemnifying party shall be obligated to pay the fees and expenses of one additional counsel.

Section 5.5 Other Indemnification. Indemnification similar to that specified in this Article V (with appropriate modifications) shall be given by the Company and each Selling Investor with respect to any required registration or other qualification of Registrable Securities under Federal or state law or regulation of governmental authority other than the Securities Act.

Section 5.6 Contribution. If for any reason the indemnification provided for in Section 5.1 or Section 5.2 is unavailable to an indemnified party or insufficient to hold it harmless as contemplated by Section 5.1 and Section 5.2, then (i) the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnified party and the indemnifying party or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as shall be appropriate to reflect the relative benefits received by the Company, on the one hand, and such prospective sellers, on the other hand, from their sale of the Registrable Securities, provided that, no Selling Investor shall be required to contribute in an amount greater than the dollar amount of the net proceeds received by such Selling Investor with respect to the sale of the Registrable Securities giving rise to such indemnification obligation. The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities, or expenses (or actions in respect thereof) referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such indemnified party in connection with investigating or, except as provided in Section 5.3, defending any such action or claim. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities

Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The Holders' obligations in this Section 5.6 to contribute shall be several in proportion to the amount of Registrable Securities registered by them and not joint.

ARTICLE VI

EXCHANGE ACT COMPLIANCE

Section 6.1 Exchange Act Compliance. So long as the Company (a) has a class of securities registered under Section 12 or Section 15 of the Exchange Act and (b) files reports under Section 13 of the Exchange Act, then the Company shall take all actions reasonably necessary to enable Holders to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 under the Securities Act, as such rule may be amended from time to time or any similar rules or regulations adopted by the Commission, including, without limiting the generality of the foregoing, (i) making and keeping current public information available, as those terms are understood and defined in Rule 144 promulgated under the Securities Act, (ii) filing with the Commission in a timely manner all reports and other documents required of the Company under the Exchange Act, to the extent so required, and (iii) at the request of any Holder if such Holder proposes to sell securities in compliance with Rule 144, forthwith furnish to such Holder, as applicable, a written statement of compliance with the reporting requirements of the Commission as set forth in Rule 144 and make available to such Holder such information as will enable the Holder to make sales pursuant to Rule 144.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Severability. If any provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 7.2 Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York irrespective of the choice of laws principles thereof. The parties agree that any legal action or proceeding regarding this Agreement shall be brought and determined exclusively in a state of federal court located within the State of New York. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION PROCEEDING, CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 7.3 Other Registration Rights. If the Company shall at any time hereafter provide to any holder of any securities of the Company rights with respect to the registration of such securities under the Securities Act, such rights shall not be in conflict with or adversely affect any of the rights provided to the Holders of Registrable Securities in, or conflict (in a manner that adversely affects Holders of Registrable Securities) with any other provisions included in, this Agreement.

Section 7.4 Successors and Assigns. Subject to Section 7.4, this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties hereto, each of which, in the case of the Holders, shall agree to become subject to the terms of this Agreement by executing an Adoption Agreement and be bound to the same extent as the parties hereto. The Company may not assign any of its rights or delegate any of its duties hereunder without the prior written consent of the Holders of a majority of the Registrable Securities. Subject to Section 2.1(a) and Section 2.2(a), any Holder may, at its election and at any time or from time to time, assign its rights and delegate its duties hereunder, in whole or in part, to any Transferee of such Holder (each, an “Assignee”); provided, that no such assignment shall be binding upon or obligate the Company to any such Assignee unless and until such Assignee delivers the Company an Adoption Agreement. If a Holder assigns its rights under this Agreement in connection with the Transfer of less than all of its Registrable Securities, the Holder shall retain its rights under this Agreement with respect to its remaining Registrable Securities. If a Holder assigns its rights under this Agreement in connection with the Transfer of all of its Registrable Securities, the Holder shall have no further rights or obligations under this Agreement, except under Article V hereof in respect of offerings in which such Holder participated or registrations in which Registrable Securities held by such Holder were included. Any purported assignment in violation of this provision shall be null and *void ab initio*.

Section 7.5 Notices. All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if delivered in writing in person, by electronic mail or facsimile or sent by nationally-recognized overnight courier or first class registered or certified mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below or at such other address as may hereafter be designated in writing by such party to the other parties. All such notices, requests, consents and other communications shall be delivered as follows:

(a) if to the Company, to:

Extraction Oil & Gas, Inc.
370 17th Street, Suite 5300
Denver, Colorado 80202
Attention: Eric Christ

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
609 Main Street
Houston, TX 77002
Attention: Bryan D. Flannery

Facsimile: 1 713 836 3573
Email: bryan.flannery@kirkland.com

(b) if to a Holder, to set forth under such Holder's name in Schedule I attached hereto,

with a copy, in each case, (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attention: David S. Huntington
Facsimile: 1 212 492 0124
Email: dhuntington@paulweiss.com

All such notices, requests, consents and other communications shall be deemed to have been received (i) in the case of personal delivery or delivery by facsimile or electronic mail, on the date of such delivery, (ii) in the case of dispatch by nationally recognized overnight courier, on the next Business Day following such dispatch and (iii) in the case of mailing, on the fifth (5th) Business Day after the posting thereof.

Section 7.6 Headings. The headings contained in this Agreement are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

Section 7.7 Additional Parties. Additional parties to this Agreement shall only include each Holder (a) who has executed an Adoption Agreement, in the form attached hereto as Exhibit A, or (b) who (i) is bound by and subject to the terms of this Agreement, and (ii) has adopted this Agreement with the same force and effect as if it were originally a party hereto.

Section 7.8 Adjustments. If, and as often as, there are any changes in the Shares or securities convertible into or exchangeable into or exercisable for Shares as a result of any reclassification, recapitalization, stock split (including a reverse stock split) or subdivision or combination, exchange or readjustment of shares, or any stock dividend or stock distribution, merger or other similar transaction affecting such Shares or such securities, appropriate adjustment shall be made in the provisions of this Agreement, as may be required, so that the rights, privileges, duties and obligations hereunder shall continue with respect to such Shares or such securities as so changed.

Section 7.9 Entire Agreement. This Agreement and the other writings referred to herein constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such subject matter.

Section 7.10 Counterparts; Facsimile or.pdf Signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original instrument, but all of which

together shall constitute one and the same document. This Agreement may be executed by facsimile or.pdf signature and a facsimile or.pdf signature shall constitute an original for all purposes.

Section 7.11 Amendment. Other than with respect to amendments to Schedule I attached hereto, which may be amended by the Company from time to time to reflect the Holders at such time, this Agreement may not be amended, modified or supplemented without the written consent of the majority of the Holders (as long as each owns Registrable Securities); provided, however, that, with respect to a particular Holder or group of Holders, any such amendment, supplement, modification or waiver that (a) would materially and adversely affect such Holder or group of Holders in any respect or (b) would disproportionately benefit any other Holder or group of Holders or confer any benefit on any other Holder or group of Holders to which such Holder or group of Holders would not be entitled, shall not be effective against such Holder or group of Holders unless approved in writing by such Holder or the Holders of a majority of the Registrable Securities held by such group of Holders, as the case may be.

Section 7.12 Extensions; Waivers. Any party may, for itself only, (a) extend the time for the performance of any of the obligations of any other party under this Agreement, (b) waive any inaccuracies in the representations and warranties of any other party contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions for the benefit of such party contained herein. Any extension or waiver pursuant to this Section 7.12 will be valid only if set forth in a writing signed by the party to be bound thereby. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior or subsequent such occurrence. Neither the failure nor any delay on the part of any party to exercise any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy.

Section 7.13 Further Assurances. Each of the parties hereto shall execute all such further instruments and documents and take all such further action as the Company may reasonably require in order to effectuate the terms and purposes of this Agreement.

Section 7.14 No Third-Party Beneficiaries. Except pursuant to Article V, this Agreement shall not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns and other Persons expressly named herein.

Section 7.15 Interpretation; Construction. This Agreement has been freely and fairly negotiated among the parties. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of this Agreement. Any reference to any law will be deemed to refer to such law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words “include,” “includes,” and “including” will be deemed to be followed by “without limitation.” Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the

context otherwise requires. The words “this Agreement,” “herein,” “hereof,” “hereby,” “hereunder” and words of similar import refer to this Agreement as a whole, including the schedules, exhibits and annexes, as the same may from time to time be amended, modified or supplemented, and not to any particular subdivision unless expressly so limited. References to “will” or “shall” mean that the party must perform the matter so described and a reference to “may” means that the party has the option, but not the obligation, to perform the matter so described. All references to sections, schedules, annexes and exhibits mean the sections of this Agreement and the schedules, annexes and exhibits attached to this Agreement, except where otherwise stated. The parties intend that each representation, warranty, and covenant contained herein will have independent significance. If any party has breached any covenant contained herein in any respect, the fact that there exists another covenant relating to the same subject matter (regardless of the relative levels of specificity) that the party has not breached will not detract from or mitigate the party’s breach of the first covenant.

* * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

THE COMPANY:

[REORGANIZED XOG]

By: _____

Name:

Title:

HOLDERS:

[•]

By: [•]

By: _____

Name:

Title:

[•]

By: [•]

By: _____

Name:

Title:

[•]:

[•]

By: [•]

By: _____

Name:

Title:

[•]

By: [•]

By: _____

Name:

Title:

OTHER HOLDERS:

[•]

By: _____
Name:
Title:

EXHIBIT A

ADOPTION AGREEMENT

This Adoption Agreement ("Adoption") is executed pursuant to the terms of the Registration Rights Agreement, dated as of [], 2021, a copy of which is attached hereto (as amended, the "Registration Rights Agreement"), by the undersigned (the "Undersigned") executing this Adoption. Capitalized terms used herein without definition are defined in the Registration Rights Agreement and are used herein with the same meanings set forth therein. By the execution of this Adoption, the Undersigned agrees as follows:

1. Acknowledgment. The Undersigned acknowledges that the Undersigned is acquiring certain Shares, subject to the terms and conditions of the Registration Rights Agreement.

2. Agreement. The Undersigned (i) agrees that the Shares acquired by the Undersigned, and certain other Shares and other securities of the Company that may be acquired by the Undersigned in the future, shall be bound by and subject to the terms of the Registration Rights Agreement, pursuant to the terms thereof, and (ii) hereby adopts the Registration Rights Agreement with the same force and effect as if the undersigned were originally a party thereto.

3. Notice. Any notice required as permitted by the Registration Rights Agreement shall be given to the Undersigned at the address listed beside the Undersigned's signature below.

[NAME OF HOLDER]

Address for Notices:

By: _____
Name:
Title:
Date:

[●]
[●]
Telephone: [●]
Email: [●]

SCHEDULE I

List of Holders

Name	Address for Notice	Shares	
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Exhibit I

Management Incentive Plan

The Management Incentive Plan remains subject to continuing negotiations among the Debtors and interested parties with respect thereto, and will be filed at a later date prior to the Confirmation Hearing.

Exhibit J

GUC Equity Rights Offering Procedures

EXTRACTION OIL & GAS, INC.

**GENERAL UNSECURED CLAIM
RIGHTS OFFERING AND CASH OUT ELECTION PROCEDURES**

The New Common Shares (collectively, the “*GUC Equity Rights Offering Shares*”) issued pursuant to this GUC Equity Rights Offering (as defined below) are distributed and issued without registration under the Securities Act of 1933, as amended (the “*Securities Act*”), in reliance generally upon the exemption from registration provided by Section 1145 of the Bankruptcy Code.

None of the GUC Subscription Rights (as defined below) or GUC Equity Rights Offering Shares issuable upon exercise of such rights distributed pursuant to these procedures (the “*GUC Equity Rights Offering and Cash Out Election Procedures*”) have been or, at the time of original issuance, will be registered under the Securities Act, or the securities laws of any state.

In lieu of the opportunity to participate in the GUC Equity Rights Offering, each Eligible GUC Offeree is entitled to instead elect to receive a cash payment pursuant to the GUC Cash Out Election, as described further herein.

IF AN ELIGIBLE GUC OFFEREE (AS DEFINED BELOW) MAKES THE GUC CASH OUT ELECTION, SUCH PARTY IS NOT ENTITLED TO PARTICIPATE IN THE GUC EQUITY RIGHTS OFFERING.

The GUC Subscription Rights and the right to receive cash in respect of the GUC Cash Out Election will not be detachable from the Allowed General Unsecured Claims and no GUC Subscription Rights and the right to receive cash payment by making the GUC Cash Out Election may be sold, transferred, assigned, pledged, hypothecated, participated, donated or otherwise encumbered or disposed of, directly or indirectly (including through derivatives, options, swaps, forward sales or other transactions in which any person receives the right to own or acquire any current or future interest in the GUC Subscription Rights, the GUC Equity Rights Offering Shares, the Allowed General Unsecured Claims and any related claims) (each of the above, a “*Transfer*”).

Participation in the GUC Equity Rights Offering or the GUC Cash Out Election is limited to Eligible GUC Offerees (as defined below). The GUC Equity Rights Offering Shares and the right to receive cash payment by making the GUC Cash Out Election are available only to Eligible GUC Offerees, and any invitation, offer or agreement to subscribe, purchase or elect will be entered into only with Eligible GUC Offerees. No offer or invitation to subscribe, purchase or elect is being made to any person who is not an Eligible GUC Offeree and no such person should act or rely on any offer or invitation to subscribe or purchase GUC Equity Rights Offering Shares or make the GUC Cash Out Election.

To exercise the GUC Subscription Rights, you must complete and return to the Subscription Agent a GUC Subscription Rights Exercise Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) and pay the GUC Subscription Rights Exercise Price to the Subscription Agent, prior to the GUC Subscription Expiration

Deadline. Any Eligible GUC Offeree that subscribes for GUC Equity Rights Offering Shares and is an “underwriter” under Section 1145(b) of the Bankruptcy Code will be subject to restrictions under the Securities Act on its ability to resell those securities and will receive “restricted securities” (as defined under Rule 144 promulgated under the Securities Act). Resale restrictions are discussed in more detail in Article XI of the Disclosure Statement, entitled “Important Securities Laws Disclosures.”

The distribution or communication of these GUC Equity Rights Offering and Cash Out Election Procedures and the issue of the GUC Equity Rights Offering Shares in certain jurisdictions may be restricted by law. No action has been taken or will be taken to permit the distribution or communication of these GUC Equity Rights Offering and Cash Out Election Procedures in any jurisdiction where any action for that purpose may be required. Accordingly, these GUC Equity Rights Offering and Cash Out Election Procedures may not be distributed or communicated, and the GUC Equity Rights Offering Shares may not be subscribed, purchased or issued, in any jurisdiction, except in circumstances where such distribution, communication, subscription, purchase or issuance would comply with all applicable laws and regulations without the need for the issuer to take any action or obtain any consent, approval or authorization therefor, except for any notice filings required under U.S. federal and applicable state securities laws.

Each GUC Equity Rights Offering Share issued upon exercise of a Subscription Right to an Eligible GUC Offeree located outside the United States, and any certificate issued in exchange for or upon the transfer, sale or assignment of any such GUC Equity Rights Offering Shares, shall be imprinted, stamped or otherwise associated with legends to facilitate compliance with applicable securities and business entity laws, procedures of depository institutions and organizational documents (e.g. legends with respect to local law, etc.).

The GUC Equity Rights Offering is being conducted in good faith and in compliance with the Bankruptcy Code. In accordance with Section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security offered or sold under the plan of the debtor, or an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

Eligible GUC Offerees should note the following times relating to the GUC Equity Rights Offering:

Date	Calendar Date	Event
GUC Equity Rights Offering Record Date	December [21], 2020	The date fixed by the Company for the determination of the holders of Allowed General Unsecured Claims eligible to participate in the GUC Equity Rights Offering or make the GUC Cash Out Election.
GUC Equity Rights Offering Commencement Date	December [21], 2020	Commencement of the GUC Equity Rights Offering.
GUC Subscription Expiration Deadline	5:00 p.m. New York City time on January [6], 2021	<p>The deadline for Eligible GUC Offerees to subscribe for GUC Equity Rights Offering Shares or make the GUC Cash Out Election.</p> <p>An Eligible GUC Offeree must submit their GUC Subscription Rights Exercise Form(s) (with accompanying IRS Form W9 or appropriate IRS Form W-8, as applicable), to the Subscription Agent in sufficient time so such documents are received by the Subscription Agent on or before the GUC Subscription Expiration Deadline.</p> <p>Eligible GUC Offerees who wish to exercise the GUC Subscription Rights must pay the GUC Subscription Rights Exercise Price to the Subscription Agent so that payment of the GUC Subscription Rights Exercise Price is actually received by the Subscription Agent on or before the GUC Subscription Expiration Deadline.</p> <p>Eligible GUC Offerees who wish to make the GUC Cash Out Election must follow the instructions to make the GUC Cash Out Election in their GUC Subscription Rights Exercise Form and return their GUC Subscription Rights Exercise Form</p>

Date	Calendar Date	Event
		on or before the GUC Subscription Expiration Deadline.

1. Introduction

Extraction Oil & Gas, Inc. (the “*Debtor*” or the “*Company*”) and certain of its subsidiaries (together with the Debtor, the “*Debtors*”)¹ are pursuing a proposed financial restructuring of their existing debt and other obligations to be effectuated pursuant to a plan of reorganization (the “*Plan*”) in connection with their respective chapter 11 bankruptcy cases, in accordance with the terms and conditions set forth in the Restructuring Support Agreement, dated as of June 15, 2020 (the “*Restructuring Support Agreement*”), by and among the Debtors and certain holders of Senior Note Claims. Capitalized terms used but not otherwise defined herein shall have the meanings set forth for such terms in the Plan.

On December [21], 2020, the United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) entered the Confirmation Order that approved (the “*Rights Offering Approval*”), among other things, the form and manner of the Debtor’s rights offering (the “*GUC Equity Rights Offering*”). In connection with the Plan, and in accordance with these procedures (the “*GUC Equity Rights Offering and Cash Out Election Procedures*”), the Debtor will launch the GUC Equity Rights Offering to Eligible GUC Offerees (as defined below), pursuant to which Eligible GUC Offerees will be entitled to receive their pro rata portion of non-transferable subscription rights to acquire \$[●] of GUC Equity Rights Offering Shares on the terms and conditions set forth in the Plan. An “*Eligible GUC Offeree*” is a holder of Allowed General Unsecured Claims as of the GUC Equity Rights Offering Record Date (as defined below).

Only Eligible GUC Offerees may participate in the GUC Equity Rights Offering. These GUC Equity Rights Offering and Cash Out Election Procedures will govern the ability of Eligible GUC Offerees to participate in the GUC Equity Rights Offering.

All questions relating to these GUC Equity Rights Offering and Cash Out Election Procedures, other documents associated with the GUC Equity Rights Offering, or the requirements to participate in the GUC Equity Rights Offering should be directed to KCC LLC, the subscription agent (the “*Subscription Agent*”) retained by the Debtors at:

KCC LLC
222 North Pacific Coast Highway, Suite 300
El Segundo, CA 90245-5614
Attention: Extraction Oil & Gas Inc.
Tel: (866) 967-1781

Questions (but not documents) may be directed to XOGInfo@kccllc.com (please reference “Extraction Oil & Gas, Inc.” in the subject line)

THE DISCLOSURE STATEMENT DISTRIBUTED IN CONNECTION WITH THE DEBTORS’ SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN SETS FORTH IMPORTANT INFORMATION THAT SHOULD BE CAREFULLY READ AND CONSIDERED BY EACH ELIGIBLE GUC OFFEREE PRIOR TO MAKING A DECISION

¹ The entities included in the definition of “Debtors” are as follows: Extraction Oil & Gas, Inc.; XTR Midstream, LLC; 7N, LLC; Mountain Minerals, LLC; 8 North, LLC; XOG Services, LLC; Extraction Finance Corp.; Axis Exploration, LLC; Northwest Corridor Holdings, LLC; Table Mountain Resources, LLC.

TO PARTICIPATE IN THE GUC EQUITY RIGHTS OFFERING, INCLUDING THE SECTIONS ENTITLED “CERTAIN RISK FACTORS TO BE CONSIDERED,” “VALUATION ANALYSIS,” AND “CERTAIN TAX CONSEQUENCES OF THE PLAN.” THE DISCLOSURE STATEMENT IS AVAILABLE ON THE DEBTORS’ RESTRUCTURING WEBSITE AT [HTTP://WWW.KCCLLC.NET/EXTRACTIONOG](http://www.kccllc.net/extractionog) AND COPIES ARE ALSO AVAILABLE UPON REQUEST FROM THE SUBSCRIPTION AGENT.

2. Rights Offering

To fully exercise its right to participate in the GUC Equity Rights Offering (the “***GUC Subscription Rights***”), an Eligible GUC Offeree must (i) complete the rights offering subscription exercise form (the “***GUC Subscription Rights Exercise Form***”), which has been distributed with these GUC Equity Rights Offering and Cash Out Election Procedures to Eligible GUC Offerees and (ii) pay the purchase price, which is an amount equal to its pro rata share of \$[●] for Eligible GUC Offerees (the “***GUC Subscription Rights Exercise Price***”), such pro rata share to be calculated as the proportion that an Eligible GUC Offeree’s Allowed Claim bears to the aggregate of all Allowed General Unsecured Claims as of December [21], 2020 (the “***GUC Equity Rights Offering Record Date***”), rounded down to the nearest dollar. No Eligible GUC Offeree shall be permitted to exercise more than its pro rata share of the GUC Subscription Rights. The GUC Equity Rights Offering is not backstopped.

Each Eligible GUC Offeree may exercise (in whole dollar increments) all, some, or none of such pro rata share, and the GUC Subscription Rights Exercise Price for such Eligible GUC Offeree will be adjusted accordingly (in whole dollar increments). The portion of GUC Equity Rights Offering Shares issued to an Eligible GUC Offeree who elects to acquire such GUC Equity Rights Offering Shares shall be rounded down to the nearest dollar. No compensation shall be paid, whether in cash or otherwise, in respect of such rounded-down amounts.

The GUC Subscription Rights and the right to make the GUC Cash Out Election will not be detachable from the Allowed General Unsecured Claims and no GUC Subscription Rights or right to make the GUC Cash Out Election may be Transferred. If any portion of the Allowed General Unsecured Claims are or have been Transferred after the Record Date by an Eligible GUC Offeree, the corresponding GUC Subscription Rights will be cancelled automatically, and neither such Eligible GUC Offeree nor the transferee of such Allowed General Unsecured Claims will receive any GUC Equity Rights Offering Shares in connection with such transferred Allowed General Unsecured Claims.

Once an Eligible GUC Offeree has properly exercised its GUC Subscription Rights, subject to the terms and conditions contained in these GUC Equity Rights Offering and Cash Out Election Procedures, such exercise will be irrevocable. If an Eligible GUC Offeree elects to exercise its GUC Subscription Rights on account of a General Unsecured Claim that is subject to a pending appeal or other litigation as of the GUC Subscription Expiration Deadline, such Eligible GUC Offeree’s election to exercise its GUC Subscription Rights shall constitute a waiver and release of any and all other rights, remedies, or legal entitlements on account of such General Unsecured Claim, including any such rights, remedies, or legal entitlements against the Debtors otherwise resulting from such appeal or litigation.

3. GUC Cash Out Election

Under the terms of the Plan, Holders of Allowed General Unsecured Claims, may make an affirmative election to deem their General Unsecured Claim as Allowed in an amount at or below \$10,000,000 in full and final satisfaction of such General Unsecured Claim (the “**GUC Cash Out Election**”), to receive a cash payment in lieu of the opportunity to participate in the GUC Equity Rights Offerings. The cash payment, which will be paid following, and subject to, effectiveness of the Plan, will be in an amount equal to 40% of the value of such Holder’s GUC Subscription Rights, based on the Allowed amount of such Holder’s General Unsecured Claim after giving effect to the GUC Cash Out Election. A Holder making the GUC Cash Out Election must do so with respect to all of the Allowed General Unsecured Claims that it holds. It cannot make a partial GUC Cash Out Election.

In order to make the GUC Cash Out Election, a holder of Allowed General Unsecured Claims must (i) duly complete and execute a GUC Subscription Rights Exercise Form in accordance with these GUC Equity Rights Offering and Cash Out Election Procedures indicating an intention to make the GUC Cash Out Election; and (ii) deliver the executed GUC Subscription Rights Exercise Form to the Subscription Agent so that it is received by the Subscription Agent no later than the GUC Subscription Expiration Deadline.

Holders of Allowed General Unsecured Claims that make the GUC Cash Out Election must so indicate on the GUC Subscription Rights Exercise Form, and must not complete any part of the GUC Subscription Rights Exercise Form that relates to the exercise of the GUC Subscription Rights. The Holders must also complete the information for the bank or brokerage account that they designate to receive the cash payable to them in accordance with the GUC Cash Out Election.

4. Commencement/Expiration of the Rights Offering

The GUC Equity Rights Offering shall commence on the day upon which the GUC Subscription Rights Exercise Form is first mailed or made available to Eligible GUC Offerees (the “**GUC Equity Rights Offering Commencement Date**”). The GUC Equity Rights Offering shall expire at 5:00 p.m. New York City time January [6], 2021, unless, if permitted by the Rights Offering Approval, extended by the Debtor in accordance with the Plan (such time and date, as may be amended, the “**GUC Subscription Expiration Deadline**”), which shall in no event occur later than three (3) Business Days after entry of the GUC Estimation Order. The Debtor shall promptly notify the Eligible GUC Offerees of any extension and of the new GUC Subscription Expiration Deadline by press release or otherwise.

5. Exercise of GUC Subscription Rights or GUC Cash Out Election

Each Eligible GUC Offeree that elects to participate in the GUC Equity Rights Offering or make the GUC Cash Out Election must affirmatively make a binding, irrevocable election to exercise its GUC Subscription Rights or make the GUC Cash Out Election (the “**Binding GUC Subscription Rights / Cash Out Election**”) before the GUC Subscription Expiration Deadline.

The Binding GUC Subscription Rights / Cash Out Election, upon receipt by the Subscription Agent, cannot be withdrawn.

Each Eligible GUC Offeree will be entitled to participate in the GUC Equity Rights Offering solely to the extent provided in these GUC Equity Rights Offering and Cash Out Election Procedures.

(a) Exercise of GUC Subscription Rights by Eligible GUC Offerees

In order to exercise the GUC Subscription Rights, each Eligible GUC Offeree must (i) return duly completed GUC Subscription Rights Exercise Form(s) to the Subscription Agent so that the duly completed GUC Subscription Rights Exercise Form is *actually received* by the Subscription Agent on or before the GUC Subscription Expiration Deadline and (ii) pay to the Subscription Agent, by wire transfer of immediately available funds, the GUC Subscription Rights Exercise Price, so that payment of the GUC Subscription Rights Exercise Price is *actually received* by the Subscription Agent on or before the GUC Subscription Expiration Deadline.

(b) Deemed Representations and Acknowledgements

Any Eligible GUC Offeree that participates in the GUC Equity Rights Offering is deemed to have made the following representations and acknowledgements:

- a. Such Eligible GUC Offeree recognizes and understands that the GUC Subscription Rights are not transferable, and that the benefits of the GUC Subscription Rights are not separable from the claim or securities with respect to which the GUC Subscription Rights have been granted. Such holder represents and warrants that it is an Eligible GUC Offeree.
- b. Such Eligible GUC Offeree represents and warrants that it will not accept a distribution of GUC Equity Rights Offering Shares if at such time, it does not hold all of the Allowed General Unsecured Claims associated with its GUC Subscription Rights and, by accepting a distribution of GUC Equity Rights Offering Shares, such Eligible GUC Offeree will be deemed to be the owner thereof.
- c. Such Eligible GUC Offeree represents and warrants that its election to exercise its GUC Subscription Rights shall constitute a waiver and release of any and all other rights, remedies, or legal entitlements on account of the General Unsecured Claim underlying its GUC Subscription Rights, including any such rights, remedies, or legal entitlements otherwise resulting from such appeal or litigation.

(c) Failure to Exercise GUC Subscription Rights

Unexercised GUC Subscription Rights will be relinquished at the GUC Subscription Expiration Deadline. No Eligible GUC Offeree shall receive any oversubscription rights in connection with the GUC Equity Rights Offering.

If, on or prior to the GUC Subscription Expiration Deadline, the Subscription Agent for any reason does not receive from an Eligible GUC Offeree a duly completed GUC Subscription Rights Exercise Form, such Eligible GUC Offeree shall be deemed to have irrevocably relinquished and waived its right to participate in the GUC Equity Rights Offering and its right to receive cash payment through making the GUC Cash Out Election with respect to Allowed General Unsecured Claims underlying such undelivered GUC Subscription Rights Exercise Form.

Any attempt to exercise GUC Subscription Rights or make GUC Cash Out Election after the GUC Subscription Expiration Deadline shall be null and void and the Debtor shall not be obligated to honor any such purported exercise received by the Subscription Agent after the GUC Subscription Expiration Deadline regardless of when the documents relating thereto were sent.

The method of delivery of the GUC Subscription Rights Exercise Form and any other required documents is at each Eligible GUC Offeree's option and sole risk, and delivery will be considered made only when actually received by the Subscription Agent. Delivery by reputable overnight courier is encouraged and strongly recommended. In all cases, you should allow sufficient time to ensure timely delivery prior to the GUC Subscription Expiration Deadline.

The risk of non-delivery of the GUC Subscription Rights Exercise Form and any other required documents sent to the Subscription Agent in connection with the exercise of the GUC Subscription Rights and the making of GUC Cash Out Election lies solely with the Holders of the Allowed General Unsecured Claims, and none of the Debtors, the reorganized Debtors, or any of their respective officers, directors, employees, agents or advisers, including the Subscription Agent, assumes the risk of non-delivery under any circumstance whatsoever.

(d) Payment for GUC Subscription Rights

If, on or prior to the GUC Subscription Expiration Deadline, the Subscription Agent for any reason does not receive on behalf of an Eligible GUC Offeree immediately available funds by wire transfer in an amount equal to the total GUC Subscription Rights Exercise Price for such Eligible GUC Offeree's GUC Subscription Rights, such Eligible GUC Offeree shall be deemed to have relinquished and waived its GUC Subscription Rights and its right to make GUC Cash Out Election, subject to the next paragraph.

(e) Disputes, Waivers, and Extensions

Any and all disputes concerning the timeliness, viability, form, and eligibility of any exercise of GUC Subscription Rights shall be addressed in good faith by the Debtor, the determinations of which shall be final and binding. The Debtor may (i) waive any defect or irregularity, or permit a defect or irregularity to be corrected, within such times as it may determine in good faith to be appropriate or (ii) reject the purported exercise of any GUC Subscription Rights for which the GUC Subscription Rights Exercise Form and/or payment includes defects or irregularities. GUC Subscription Rights Exercise Forms shall be deemed not to have been properly completed until

all irregularities have been waived or cured. The Debtor reserves the right to give notice to any Eligible GUC Offeree regarding any defect or irregularity in connection with any purported exercise of GUC Subscription Rights by such Eligible GUC Offeree and the Debtor may permit such defect or irregularity to be cured; it being understood, that none of the Debtor or the Subscription Agent shall incur any liability for failure to give such notification.

The Debtor, with the approval of the Bankruptcy Court (if applicable) and the Required Consenting Senior Noteholders, may (i) extend the duration of the GUC Equity Rights Offering or adopt additional detailed procedures to more efficiently administer the distribution and exercise of the GUC Subscription Rights; and (ii) make such other changes to the GUC Equity Rights Offering, including changes that affect which parties constitute Eligible GUC Offerees.

(f) Funds

The payments made to acquire GUC Equity Rights Offering Shares pursuant to the GUC Equity Rights Offering (the “*GUC Equity Rights Offering Funds*”) shall be deposited when made and held by the Subscription Agent pending the Effective Date in a segregated account or accounts (i) which shall be separate and apart from the Subscription Agent’s general operating funds and any other funds subject to any lien, encumbrance, or cash collateral arrangements and (ii) which segregated account or accounts will be maintained for the purpose of holding the money for administration of the GUC Equity Rights Offering until the Effective Date. The Subscription Agent shall not use the GUC Equity Rights Offering Funds for any purpose other than to release the funds as directed by the Debtor on the Effective Date or as otherwise set forth in these GUC Subscription Right Offering and Cash Out Election Procedures or in the Plan, and, until released in accordance with the foregoing, the GUC Equity Rights Offering Funds will not be deemed part of the Debtors’ bankruptcy estate. The Subscription Agent shall not permit the GUC Equity Rights Offering Funds to be encumbered by any lien, encumbrance, or cash collateral obligation. No interest will be paid to participating Eligible GUC Offerees on account of any amounts paid in connection with their exercise of GUC Subscription Rights under any circumstances.

(g) Participating Eligible GUC Offeree Release

See Section VIII of the Plan for important information regarding releases.

6. Settlement of the GUC Equity Rights Offering and Distribution of the GUC Equity Rights Offering Shares

The settlement of the GUC Equity Rights Offering is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtor with these GUC Rights Offering and Cash Out Election Procedures, and the simultaneous occurrence of the Effective Date. The Debtor intends that the GUC Equity Rights Offering Shares will be issued to Eligible GUC Offerees and/or to any party that an Eligible GUC Offeree so designates in the GUC Equity Rights Offering Exercise Form, in book-entry form, and that DTC, or its nominee, will be the holder of record of such GUC Equity Rights Offering Shares. To the extent DTC is unwilling or unable to make the GUC Equity Rights Offering Shares eligible on the DTC system, the GUC Equity Rights Offering Shares will be issued directly to Holders of the Allowed General Unsecured Claims or

its designee. For the avoidance of doubt, any such Eligible GUC Offeree, and not a designee, shall remain responsible for the exercise and payment of its GUC Subscription Rights.

Eligible GUC Offerees that are entitled to receive GUC Equity Rights Offering Shares will receive their GUC Equity Rights Offering Shares by means of book-entry with the Reorganized Debtor's transfer agent.

7. Miscellaneous

(a) Issuance

The GUC Equity Rights Offering Shares to be issued pursuant to the GUC Equity Rights Offering are expected to be delivered to Eligible GUC Offerees that have properly exercised their GUC Subscription Rights on or as soon as practicable following the Effective Date. See Section VIII of the Plan.

(b) Securities Law and Related Matters

The GUC Equity Rights Offering Shares issued to the Eligible GUC Offerees participating in the GUC Equity Rights Offering will be exempt from registration under the Securities Act of 1933, as amended (the "*Securities Act*"), and any other applicable federal and state securities laws pursuant to Section 1145 of the Bankruptcy Code, and may be resold, without registration under the Securities Act or other applicable federal and state securities laws, unless the holder is an "underwriter" with respect to such securities, as that term is defined in Section 1145(b) of the Bankruptcy Code. Resale restrictions are discussed in more detail in Article XI of the Disclosure Statement, entitled "Important Securities Laws Disclosures."

There is not and there may not be a public market for the GUC Equity Rights Offering Shares. Accordingly, there can be no assurance that an active trading market for the GUC Equity Rights Offering Shares will ever develop or, if such a market does develop, that it will be maintained.

On the Effective Date, the Reorganized Debtors, each Consenting Senior Noteholder and any other holders of 10% or more of the New Common Shares will be party to the Registration Rights Agreement (as defined in the Plan). Except as provided in the Registration Rights Agreement, no registration statement will be filed under the Securities Act or any similar federal, state, or local law in connection with the issuance of Securities under the Plan.

8. Rights Offering Conditioned Upon Effectiveness of the Plan; Reservation GUC Subscription Rights; Return of Rights Offering Amount

All exercises of GUC Subscription Rights and makings of GUC Cash Out Election are subject to and conditioned upon the effectiveness of the Plan. The Debtor will accept a Binding GUC Subscription Rights / Cash Out Election only upon the confirmation and effectiveness of the Plan. Notwithstanding anything contained herein, in the Disclosure Statement or in the Plan to the contrary, the Debtor reserves the right to modify these GUC Rights Offering and Cash Out Election Procedures or adopt additional detailed procedures if necessary in the Debtor's business judgment to more efficiently administer the distribution and exercise of the GUC Subscription Rights and/or the making of GUC Cash Out Election or comply with applicable law; provided

that such modified GUC Rights Offering and Cash Out Election Procedures or additional procedures shall be in form and substance reasonably acceptable to the Required Backstop Parties, the Required Consenting Senior Noteholders and the Creditors' Committee.

In the event that (i) the GUC Equity Rights Offering is terminated, (ii) the Debtor revokes or withdraws the Plan, or (iii) the Effective Date of the Plan does not occur on or before the "***Outside Date***" (as defined in the Restructuring Support Agreement, and may be extended in accordance with the terms thereof), the Subscription Agent shall, within five (5) Business Days of such event, return all amounts received from Eligible GUC Offerees, without any interest, and, in the case of clauses (ii) and (iii) above, the GUC Equity Rights Offering shall automatically be terminated. In the event that the GUC Equity Rights Offering is terminated for any reason, any Plan release provided by the Eligible GUC Offerees that have participated in the GUC Equity Rights Offering or have made the GUC Cash Out Election shall be null and void in all respects.

**GENERAL UNSECURED CLAIM
SUBSCRIPTION RIGHTS EXERCISE FORM**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED OR SPECIFICALLY REFERENCED IN THE MATERIALS MAILED WITH THESE INSTRUCTIONS AND THE ATTACHED GUC SUBSCRIPTION RIGHTS EXERCISE FORM.

**INSTRUCTIONS TO GUC SUBSCRIPTION RIGHTS EXERCISE FORM
IN CONNECTION WITH THE RESTRUCTURING OF
EXTRACTION OIL & GAS, INC. RESOURCES CORPORATION AND ITS
AFFILIATED DEBTORS**

GUC EQUITY RIGHTS OFFERING EXPIRATION DATE

<p>The expiration date for the exercise of GUC Subscription Rights and the making of GUC Cash Out Election pursuant to the GUC Equity Rights Offering is 5:00 p.m., New York City time, on January [6], 2021, unless otherwise extended as described in the Plan (the “<i>GUC Subscription Rights Expiration Time</i>”).</p>
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To Holders of Allowed General Unsecured Claims of Extraction Oil & Gas, Inc. and its affiliated debtors (collectively, “*XOG*”):

As disclosed in the Disclosure Statement for the Joint Plan of Reorganization of Extraction Oil & Gas, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (the “*Disclosure Statement*”), XOG is proposing an in-court financial restructuring through the Joint Plan of Reorganization of Extraction Oil & Gas, Inc. and its Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code (the “*Plan*”). A copy of the Disclosure Statement prepared in connection with the solicitation of votes to accept or reject the Plan and the procedures governing the GUC Equity Rights Offering (as amended or supplemented from time to time, the “*GUC Equity Rights Offering and Cash Out Election Procedures*”) are available on the Debtors’ restructuring website at <https://www.kccllc.net/extractionog> or upon request from the Subscription Agent (as defined below). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the GUC Equity Rights Offering and Cash Out Election Procedures and the Plan, as applicable.

Eligible GUC Offerees (as defined below) have the right to purchase up to their respective pro rata share of [●] shares of common stock issued by the reorganized Debtor (the “*New Common Shares*”) at a purchase price equal to \$[●] per share. An “*Eligible GUC Offeree*” is a holder of an Allowed General Unsecured Claim, as of December [21], 2020 (the “*GUC Equity Rights Offering Record Date*”) or make the GUC Cash Out Election.

The Disclosure Statement sets forth important information that should be carefully read and considered by each Eligible GUC Offeree prior to making a decision to participate in the GUC Equity Rights Offering or make the GUC Cash Out Election.

This GUC Subscription Rights Exercise Form is being provided to you with respect to the Allowed General Unsecured Claims you hold. To exercise the GUC Subscription Rights or make the GUC Cash Out Election with respect to the General Unsecured Claims, you must return (x) a duly completed GUC Subscription Rights Exercise Form and (y) Internal Revenue Service (“**IRS**”) Form W-9 or W-8 (as applicable, either of which can be found on the IRS website (www.irs.gov)), so that the duly completed GUC Subscription Rights Exercise Form and IRS Form W-9 or W-8 are *actually received* by the Subscription Agent on or before the GUC Subscription Rights Expiration Time; to the extent you are exercising the GUC Subscription Rights rather than making the GUC Cash Out Election, pay to the Subscription Agent, by wire transfer of immediately available funds, the Total GUC Subscription Rights Exercise Price, so that payment of the Total GUC Subscription Rights Exercise Price is *actually received* by the Subscription Agent on or before the GUC Subscription Rights Expiration Time.

You must return (x) a duly completed GUC Subscription Rights Exercise Form and (y) IRS Form W-9 or W-8 (as applicable, either of which can be found on the IRS website (www.irs.gov)) in sufficient time so that the duly completed GUC Subscription Rights Exercise Form and IRS Form W-9 or W-8 are *actually received* by the Subscription Agent on or before the GUC Subscription Rights Expiration Time; and to the extent you are exercising the GUC Subscription Rights rather than making the GUC Cash Out Election, pay to the Subscription Agent, by wire transfer of immediately available funds, the Total GUC Subscription Rights Exercise Price, so that payment of the Total GUC Subscription Rights Exercise Price is *actually received* by the Subscription Agent on or before the GUC Subscription Rights Expiration Time.

TRANSFER RESTRICTIONS FOR ELIGIBLE GUC OFFEREEES

THE GUC SUBSCRIPTION RIGHTS AND RIGHT TO MAKE THE CASH OUT ELECTION ARE NOT TRANSFERABLE AND THE BENEFIT OF THE GUC SUBSCRIPTION RIGHTS AND RIGHT TO MAKE THE CASH OUT ELECTION ARE NOT SEPARABLE FROM THE GENERAL UNSECURED CLAIMS. AFTER THE GUC EQUITY RIGHTS OFFERING RECORD DATE, AN ELIGIBLE GUC OFFEREE THAT IS A HOLDER OF AN ALLOWED GENERAL UNSECURED CLAIM SHALL NOT TRANSFER OR ASSIGN ITS GUC SUBSCRIPTION RIGHTS OR ITS RIGHT TO RECEIVE CASH PAYMENT BY MAKING THE GUC CASH OUT ELECTION. GUC SUBSCRIPTION RIGHTS AND THE RIGHT TO RECEIVE CASH PAYMENT BY MAKING THE GUC CASH OUT ELECTION CORRESPONDING TO ANY GENERAL UNSECURED CLAIMS THAT ARE TRANSFERRED AFTER THE RECORD DATE WILL BE CANCELLED AUTOMATICALLY AND SHALL NOT BE EXERCISABLE BY EITHER THE ELIGIBLE GUC OFFEREE OR THE TRANSFEREE WITH RESPECT TO SUCH GENERAL UNSECURED CLAIMS.

YOU DELIVER THIS GUC SUBSCRIPTION RIGHTS EXERCISE FORM TO THE SUBSCRIPTION AGENT BY THE GUC SUBSCRIPTION RIGHTS EXPIRATION TIME OR THE EXERCISE SHALL BE VOID AND YOUR GUC SUBSCRIPTION RIGHTS AND RIGHT TO MAKE THE GUC CASH OUT ELECTION WILL TERMINATE AND BE CANCELLED.

All questions relating to this GUC Subscription Rights Exercise Form should be directed to KCC LLC, the subscription agent (the “*Subscription Agent*”) retained by XOG at:

KCC LLC
222 North Pacific Coast Highway, Suite 300
El Segundo, CA 90245-5614
Attention: Extraction Oil & Gas Inc.
Tel: (866) 967-1781

**Questions (but not documents) may be directed to XOGInfo@kccllc.com
(please reference “Extraction Oil & Gas” in the subject line)**

To purchase New Common Shares or make the GUC Cash Out Election pursuant to the GUC Equity Rights Offering:

1. **Insert** the amount of the Allowed General Unsecured Claim you hold in **Item 1** of the GUC Subscription Rights Exercise Form.
2. **Complete** the calculations in **Item 2a** and **Item 2b**, indicating the number of GUC Subscription Rights that you wish to exercise (ONLY IF YOU ARE **NOT** MAKING THE GUC CASH OUT ELECTION).
3. **Complete** the calculations in **Item 3** indicating the amount of Allowed General Unsecured Claims you hold (ONLY IF YOU **ARE** MAKING THE GUC CASH OUT ELECTION).
4. **Read and Sign** the certification in **Item 4** to certify your eligibility to participate in the GUC Equity Rights Offering.
5. **Complete** the payment instructions in **Item 5**.
6. **Provide registration information** in **Item 6** to indicate the beneficial holder’s name and address as you would like it to be reflected in XOG’s books and records for registration of the New Common Shares, should they need to be registered in your name.
7. **Return the GUC Subscription Rights Exercise Form and IRS Form W-9 or W-8, as applicable** in sufficient time for your instructions to be *actually received* by the Subscription Agent on or before the GUC Subscription Rights Expiration Time.
8. **Pay the Total GUC Subscription Rights Exercise Price (if you are exercising the GUC Subscription Rights rather than making the GUC Cash Out**

Election) to the Subscription Agent, by wire transfer of immediately available funds, so that payment of the Total GUC Subscription Rights Exercise Price is *actually received* by the Subscription Agent on or before the GUC Subscription Rights Expiration Time.

Before exercising any GUC Subscription Rights or making any GUC Cash Out Election you should read the Disclosure Statement, including the sections entitled “Certain Factors to Be Considered Prior to Voting,” “Valuation Analysis,” and “Certain U.S. Federal Tax Consequences of the Plan.” The Disclosure Statement sets forth important information that should be carefully read and considered by each Eligible GUC Offeree prior to making a decision to participate in the GUC Equity Rights Offering.

**GUC SUBSCRIPTION RIGHTS EXERCISE FORM IN CONNECTION WITH
THE RESTRUCTURING OF
EXTRACTION OIL & GAS, INC. AND ITS AFFILIATED DEBTORS**

GUC EQUITY RIGHTS OFFERING EXPIRATION DATE

The GUC Equity Rights Offering Expiration Date for the exercise of GUC Subscription Rights and the making of GUC Cash Out Election pursuant to the GUC Equity Rights Offering is 5:00 p.m., prevailing New York City time, on January [6], 2021, unless otherwise extended as described in the GUC Equity Rights Offering and Cash Out Election Procedures (the “GUC Subscription Rights Expiration Time”).

Item 1. Amount of General Unsecured Claims held as of the GUC Equity Rights Offering Record Date. I certify that I am the holder of an Allowed General Unsecured Claim as of the GUC Equity Rights Offering Record Date in the following amount(s) (insert amount(s) in the boxes below) or that I am the authorized signatory of that holder.

1a.

\$ _____
Certified Amount of Allowed General Unsecured Claims

Item 2. GUC Subscription Rights. Pursuant to the terms and conditions set forth in the Plan, each Eligible GUC Offeree is eligible to participate in the GUC Equity Rights Offering.

2a. Calculation of Maximum Number of New Common Shares. The maximum number of New Common Shares for which you may subscribe is calculated as follows, rounding down to the nearest dollar:

Box A:

_____ (Amount of Allowed General Unsecured Claims, from Item 1a above)	X	[●]	=	_____ (Maximum Number of New Common Shares on account of Allowed General Unsecured Claims, Rounded Down to Nearest Share)
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2b. Subscription Amount. By filling in the following blanks, you are indicating that you are committing to purchase the aggregate number of New Common Shares specified below (specify a number of New Common Shares not greater than the number shown in Box A), at a purchase price equal to \$[●] per share, on the terms of and subject to the conditions set forth in the Plan.

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