

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

)		
In re:	)	Chapter 11	
)		
EXTRACTION OIL & GAS, INC., ¹	)	Case No. 20-11548 (CSS)	
)		
Reorganized Debtors.	)	(Jointly Administered)	
)		
	)	Hearing Date: November 5, 2021 at 11:00 a.m. (ET)	
	)	Response Deadline: October 20, 2021 at 4:00 p.m. (ET)	

**REORGANIZED DEBTORS’ OBJECTION TO PROOF OF CLAIM NO. 1441 FILED
BY COLTER ENERGY SERVICES USA, INC.**

THIS IS AN OBJECTION TO YOUR CLAIM. THE OBJECTING PARTY IS ASKING THE COURT TO DISALLOW THE CLAIM THAT YOU FILED IN THESE BANKRUPTCY CASES. YOU SHOULD IMMEDIATELY CONTACT THE OBJECTING PARTY TO RESOLVE THE DISPUTE. IF YOU DO NOT REACH AN AGREEMENT, YOU MUST FILE A RESPONSE TO THIS OBJECTION AND SEND A COPY OF YOUR RESPONSE TO THE OBJECTING PARTY. YOUR RESPONSE MUST STATE WHY THE OBJECTION IS NOT VALID.

A HEARING WILL BE CONDUCTED ON THIS MATTER ON NOVEMBER 5, 2021 AT 11:00 A.M. (ET).

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

The above-captioned reorganized debtors (the “Reorganized Debtors”) hereby object to Proof of Claim No. 1441 (the “Proof of Claim”), filed by the Colter Energy Services USA, Inc. (“Colter”) against Extraction Oil & Gas, Inc. (“Extraction”). In support of this objection, the Reorganized Debtors rely upon the declaration of Matthew Owens attached hereto as Exhibit A. In further support, the Reorganized Debtors respectfully represent as follows:

¹ The Reorganized Debtors in these chapter 11 cases, along with the last four digits of each Reorganized 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 Reorganized Debtors’ principal place of business is 370 17th Street, Suite 5200, Denver, Colorado 80202.



PRELIMINARY STATEMENT

1. As this Court is aware, Extraction is an oil and gas exploration company with drilling and operations in Colorado. Extraction hires specialty contractors to complete the steps in the oil well drilling and completion process, including Colter. Colter is a large oil and gas service contractor based out of Canada with significant operations in the United States. On December 22, 2017, while Colter was performing its services, an explosion occurred north of the tanks at Extraction's Stromberger well pad. The explosion ignited surrounding combustible materials and caused a fire that burned until it was extinguished the following day by the Windsor Severance Fire Rescue and others. In connection with the explosion and subsequent investigation by the regulatory authorities, and multiple experts and professionals, Colter's goods were unable to be removed from the explosion site. Since the explosion, on January 21, 2020, Extraction filed a lawsuit (the "Litigation") against Colter in the United States District Court for the District of Colorado (the "Colorado District Court"). *See* Civil Action No. 20-cv-00366-WJM-SKC. Colter filed counterclaims against Extraction in the Litigation on February 12, 2020.

2. On or about August 14, 2020, Colter filed the Proof of Claim, a copy of which is attached hereto as **Exhibit B**, asserting a general unsecured claim in the amount of \$3,180,628.26 for certain "goods and services," which are subject to the Litigation. The Proof of Claim, however, only provides invoices without further explanation, despite being before the Colorado District Court. The Proof of Claim also states that it is not subject to a right of setoff. The Proof of Claim should be disallowed and expunged because, as of the Petition Date, hereinafter defined, the Debtors were not, and Extraction presently is not indebted to Colter for the goods and services included in the Proof of Claim for numerous reasons, including that Colter caused the explosion, the equipment was either destroyed in the explosion or held and preserved during the investigation

of the explosion and the services were not provided, and the charges are inconsistent with the terms of the management services agreement between Extraction and Colter, which is attached hereto as **Exhibit C** (the “**MSA**”). As a result, Colter’s Proof of Claim should be disallowed and expunged.

JURISDICTION AND VENUE

3. The United States Bankruptcy Court for the District of Delaware (the “**Court**”) has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. The Reorganized Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Local Rules**”), to the entry of a final order by the Court in connection with this objection to the extent it is later determined that the Court, absent party consent, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper under 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are sections 105(a) and 502(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”), Bankruptcy Rules 3003 and 3007, and Bankruptcy Local Rule 3007-1.

FACTUAL BACKGROUND

I. THE PARTIES

6. Extraction is one of the Reorganized Debtors.

7. Colter is a large oil and gas service contractor based out of Canada with significant operations in the United States.

II. THE LITIGATION

8. On January 21, 2021, Extraction filed a complaint against Colter in the Colorado District Court. *See* Civil Action No. 20-cv-00366-WJM-SKC. On February 12, 2021 Colter filed counterclaims against Extraction.

III. THE BANKRUPTCY CASES

9. On June 14, 2020 (the “Petition Date”), Extraction and the other above-captioned debtors (the “Debtors”) filed voluntary petitions for relief under the Bankruptcy Code. *See* Voluntary Petition [Docket No. 1].

10. On December 23, 2020, the Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Sixth Amended Joint Plan of Reorganization of Extraction Oil & Gas, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1509] (the “Confirmation Order”), confirming the Debtors’ *Sixth Amended Joint Plan of Reorganization of Extraction Oil & Gas, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1505] (the “Plan”).

11. On January 20, 2021, the Debtors substantially consummated the Plan and emerged from chapter 11 in accordance with the terms of the Plan and the Confirmation Order. On January 21, 2021, the Reorganized Debtors filed their *Notice of (A) Entry of Findings of Fact, Conclusions of Law, and Order Confirming the Sixth Joint Plan of Reorganization of Extraction Oil & Gas, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code, and (B) Occurrence of Effective Date* [Docket No. 1652].

IV. COLTER’S PROOF OF CLAIM

12. On August 14, 2020, Colter filed the Proof of Claim.

13. The Proof of Claim asserts that Extraction has outstanding invoices for Colter.

RELIEF REQUESTED

14. The Reorganized Debtors request that the Court enter the Proposed Order attached as **Exhibit D**, (i) sustaining this objection to the Proof of Claim, (ii) disallowing and expunging the Proof of Claim for all purposes, and (iii) authorizing the Reorganized Debtors' Court-appointed claims and noticing agent to reflect the disallowance and expungement of the Proof of Claim on the official Claims Register.²

BASIS FOR OBJECTION

15. Colter's Proof of Claim should be disallowed and expunged because Extraction is not responsible for the invoices included in the Proofs of Claim for numerous reasons, most importantly that Colter caused the explosion, the equipment was either destroyed in the explosion or held and preserved during the investigation of the explosion and the services were not provided and the charges are inconsistent with articles 1, 2, and 6 of the MSA.

I. LEGAL STANDARD

16. "Not all claims have equal merit; neither will the filing of a proof of claim automatically result in payment of that claim from the estate." *Torres v. Asset Acceptance, LLC*, 96 F. Supp. 3d 541, 544 (E.D. Pa. 2015). Instead, once "a proof of claim has been filed, the court must determine whether the claim is 'allowed' under [section] 502(a) of the Bankruptcy Code." *Id.* (quoting *Travelers Cas. & Sur. Co. of Am. v. Pac. Gas & Elec. Co.*, 549 U.S. 443, 449 (2007)). "Upon objection, the bankruptcy court decides whether to allow or disallow the claim." *Id.* "One reason for disallowance is that 'such claim is unenforceable against the debtor . . . under any agreement or applicable law.'" *Id.* (quoting 11 U.S.C. § 502(b)(1)).

² To the extent the Court does not expunge the Proof of Claim, the Reorganized Debtors reserve and preserve all of their rights and remedies against Colter under the Plan and Confirmation Order in the event Colter attempts to assert a right of setoff or recoupment in the Litigation. The Reorganized Debtors reserve any and all rights to seek reclassification of Colter's Proof of Claim.

II. EXTRACTION DOES NOT PRESENTLY HAVE ANY OBLIGATION TO SATISFY THE INVOICES INCLUDED IN COLTER'S PROOF OF CLAIM PURSUANT TO THE TERMS OF THE MSA

17. Article 2 of the MSA requires Colter to “take, and cause [Colter]’s employees, agents, licensees, and permittees to take all necessary precautions (including those required by [Colter]’s safety regulations) to protect the premises and all persons and property thereon from damage and injury.” Article 1 of the MSA unequivocally provides that Colter has “the sole authority and right to direct, supervise and control the performance of all the details of the Work.” Under these unambiguous MSA terms, Colter is solely responsible for the operation of its work, including the safe operations within and related to its work. Article 6 of the MSA unequivocally provides that Colter is responsible for any damage to its own equipment, regardless of cause.

18. First and most importantly, Colter caused the explosion and is legally responsible for all costs associated with it, including its own. To that end, Colter used a generator in a spark-free area, in direct conflict with its duties under the MSA, causing the explosion and extensive damage to Extraction. The generator was at all relevant times in Colter's complete and exclusive custody, control, and operation. Thus, under the clear terms of the MSA, the generator's safe use is exclusively Colter's responsibility. As a result, Colter’s Proof of Claim requesting payment of the invoices related to the explosion should be disallowed and expunged.

19. Second, Colter did not perform or provide all the services it is charging for in its Proof of Claim. The Proof of Claim is almost entirely for claimed charges for separator equipment and services post explosion which were not provided. Extraction immediately ceased using Colter for any separator services after the explosion, which Colter caused. Colter’s invoices are primarily for standard full costs for separator services post explosion that were not provided. After the explosion, Colter’s equipment, along with other Extraction equipment, was held and preserved by the regulatory authorities, the parties’ experts and all counsel by agreement for the ensuing

investigation. Colter is inexplicably invoicing Extraction for services that were not provided solely on the basis its equipment, some of which was destroyed in the explosion, was being preserved for the investigation.

RESERVATION OF RIGHTS

20. The Reorganized Debtors expressly reserve the right to amend, modify, or supplement this Objection, and to file additional objections to the Proof of Claim upon response from Colter or any other interested party or at any other time. Should one or more of the grounds for this Objection be dismissed or overruled, the Reorganized Debtors reserve the right to object to the Proof of Claim on any other ground.

21. Nothing contained in this Objection or any actions taken by the Reorganized Debtors is intended or should be construed as: (a) an admission as to the validity, priority, or amount of the Proof of Claim; (b) a waiver of the Reorganized Debtors' right to dispute the Proof of Claim on any grounds; (c) a promise or requirement to pay the Proof of Claim; (d) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (e) a waiver or limitation of the Reorganized Debtors' rights under the Confirmation Order or the Plan; (f) a waiver or limitation of the Reorganized Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Reorganized Debtors or any other party-in-interest that any liens (contractual, common law, statutory, or otherwise) are valid and the Reorganized Debtors and all other parties-in-interest expressly reserve their rights to contest the extent, validity, or perfection, or to seek avoidance of all such liens.

NOTICE

22. Notice of the hearing on the relief requested in this objection will be provided by the Reorganized Debtors in accordance and compliance with Bankruptcy Rules 4001 and 9014, as well as the Bankruptcy Local Rules, and is sufficient under the circumstances. Without limiting

the foregoing, due notice will be afforded, by first class mail to parties-in-interest, including: (a) Colter; (b) the U.S. Trustee for the District of Delaware; (c) the administrative agent under the Reorganized Debtors' prepetition senior credit facility or, in lieu thereof, counsel thereto; (d) the lenders under the Reorganized Debtors' prepetition senior credit facility or, in lieu thereof, counsel thereto; (e) the indenture trustee for the Reorganized Debtors' prepetition senior notes or, in lieu thereof, counsel thereto; (f) the holders of the Reorganized Debtors' prepetition senior notes or, in lieu thereof, counsel thereto; (g) the ad hoc group of holders of the Reorganized Debtors' preferred equity or, in lieu thereof, counsel thereto; (h) the United States Attorney's Office for the District of Delaware; (i) the Internal Revenue Service; (j) the United States Securities and Exchange Commission; (k) the state attorneys general for states in which the Reorganized Debtors conduct business; and (l) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Reorganized Debtors believe, in light of the relief requested, no other or further notice is needed.

CONCLUSION

23. Colter's Proof of Claim should be disallowed and expunged because Extraction is not responsible for the invoices included therein pursuant to the terms of the MSA. For the reasons stated, the Reorganized Debtors respectfully request that the Court disallow and expunge the Proof of Claim.

[Remainder of page intentionally left blank.]

Dated: October 6, 2021
Wilmington, Delaware

/s/ Stephen B. Gerald

WHITEFORD, TAYLOR & PRESTON LLC³

Marc R. Abrams (DE No. 955)

Richard W. Riley (DE No. 4052)

Stephen B. Gerald (DE No. 5857)

The Renaissance Centre

405 North King Street, Suite 500

Wilmington, Delaware 19801

Telephone: (302) 353-4144

Facsimile: (302) 661-7950

Email: mabrams@wtplaw.com

rriley@wtplaw.com

sgerald@wtplaw.com

Co-Counsel to Reorganized Debtors

³ 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:)	
	)	Chapter 11
EXTRACTION OIL & GAS, INC., <i>et al.</i> , ¹	)	Case No. 20-11548 (CSS)
Reorganized Debtors.	)	(Jointly Administered)
)	
	)	Hearing Date: November 5, 2021 at 11:00 a.m. (ET)
	)	Response Deadline: October 20, 2021 at 4:00 p.m. (ET)

**NOTICE OF REORGANIZED DEBTORS’ OBJECTION
TO PROOF OF CLAIM NO. 1441 COLTER ENERGY SERVICES USA, INC.**

TO: Colter Energy Services USA, Inc.
30 Crystalridge Drive, Suite 201
Okotoks, Alberta T1S2C3, Canada
jbrooks@colterenergy.com

Colter Energy Services USA, Inc.
Attn: Anthony J. Shaheen
Holland and Hart LLP
555 17th Street, Suite 3200
Denver, CO 80202
AJShaheen@hollandhart.com

PLEASE TAKE NOTICE that the Reorganized Debtors have filed the **Reorganized Debtors’ Objection to Proof of Claim No. 1441 Filed By Colter Energy Services USA, Inc.** (the “Objection”) with the United States Bankruptcy Court for the District of Delaware (the “Court”). The Objection seeks to alter your rights by disallowing and expunging your claim.

PLEASE TAKE FURTHER NOTICE that you are required to file a response to the Objection on or before **October 20, 2021 at 4:00 p.m. (ET)** with the Clerk of the Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must also serve a copy of the response upon the undersigned counsel for the Reorganized Debtors.

¹ The Reorganized Debtors in these chapter 11 cases, along with the last four digits of each Reorganized 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 Reorganized Debtors’ principal place of business is 370 17th Street, Suite 5200, Denver, Colorado 80202.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED BY THE OBJECTION WITHOUT FURTHER NOTICE OR HEARING.

PLEASE TAKE FURTHER NOTICE, IF A RESPONSE IS FILED, A HEARING (THE “HEARING”) ON THE OBJECTION WILL BE HELD ON NOVEMBER 5, 2021 AT 11:00 A.M. (ET) BEFORE THE HONORABLE CHRISTOPHER S. SONTCHI, UNITED STATES BANKRUPTCY JUDGE, UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 5TH FLOOR, COURTROOM NO. 6, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FILE A RESPONSE TO THE OBJECTION, YOU SHOULD BE PREPARED TO ARGUE THAT RESPONSE AT THE HEARING. YOU NEED NOT APPEAR AT THE HEARING IF YOU DO NOT OBJECT TO THE RELIEF REQUESTED.

PLEASE TAKE FURTHER NOTICE THAT THE HEARING MAY BE CONTINUED FROM TIME TO TIME UPON WRITTEN NOTICE TO YOU OR AS DECLARED ORALLY AT THE HEARING.

Dated: October 6, 2021
Wilmington, Delaware

/s/ Stephen B. Gerald

WHITEFORD, TAYLOR & PRESTON LLC²

Marc R. Abrams (DE No. 955)
Richard W. Riley (DE No. 4052)
Stephen B. Gerald (DE No. 5857)
The Renaissance Centre
405 North King Street, Suite 500
Wilmington, Delaware 19801
Telephone: (302) 353-4144
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riley@wtplaw.com
sgerald@wtplaw.com

Co-Counsel to Reorganized Debtors

² Whiteford, Taylor & Preston LLC operates as Whiteford Taylor & Preston L.L.P. in jurisdictions outside of Delaware.

EXHIBIT A

(Declaration)

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)
)	
Reorganized Debtors.	)	(Jointly Administered)

**DECLARATION OF MATTHEW R. OWENS IN SUPPORT OF
REORGANIZED DEBTORS' OBJECTION TO PROOF OF
CLAIM NO. 1441 FILED BY COLTER ENERGY SERVICES USA, INC.**

I, Matthew R. Owens, pursuant to 28 U.S.C. § 1746, declare:

1. I am the Co-Founder, President and Chief Operating Officer of Extraction Oil & Gas, Inc., as well as Reorganized Debtors. Prior to that, I served as XOG's President and Chief Executive Officer from April 2019 through January 2021, and prior to that, served as President of XOG since its founding in 2012. Prior to founding XOG, I served as Operations Engineer for PDC Energy from 2010 to 2012, and before that, as Operations Engineer for Gasco Energy from 2008 to 2010. I am familiar with the Debtors' day-to-day-operations, business and affairs, and books and records.

2. I am authorized to submit this declaration (the "Declaration") in support of the *Reorganized Debtors' Objection to Proof of Claim No. 1441 Filed By Colter Energy Services USA, Inc.* (the "Objection")². All matters set forth in this Declaration are based on: (a) my personal

¹ The Reorganized Debtors in these chapter 11 cases, along with the last four digits of each Reorganized 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 Reorganized Debtors' principal place of business is 370 17th Street, Suite 5200, Denver, Colorado 80202.

² All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Objection.

knowledge; (b) my review of relevant documents or the review by the Reorganized Debtors of such documents; (c) my view, based on my experience and knowledge of the Reorganized Debtors and the Reorganized Debtors' operations, books and records, and personnel; (d) information supplied to me by the Reorganized Debtors and by others at the Reorganized Debtors' request; or (e) as to matters involving United States bankruptcy law or rules or other applicable laws, my reliance on the advice of counsel or other advisors to the Reorganized Debtors. If called upon to testify, I could and would testify competently to the facts set forth herein and in the Objection.

3. I have reviewed the Proof of Claim (Claim No. 1441) filed by Colter.

4. I have also reviewed the Objection and am directly, or by personnel or representatives of the Reorganized Debtors, familiar with the information contained therein.

5. The information contained in the Objection is true and correct to the best of my knowledge. I have determined that the Reorganized Debtors are not liable to Colter.

6. The Proof of Claim attached as Exhibit B to the Objection is a true and correct copy of the Proof of Claim filed in the bankruptcy cases.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and belief.

Executed on October 6, 2021

/s/ Matthew R. Owens

Matthew R. Owens
President and Chief Operating Officer
Extraction Oil & Gas, Inc.

EXHIBIT B

(Proof of Claim)

Fill in this information to identify the case:

Debtor Extraction Oil & Gas, Inc.

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

Case number 20-11548

**Official Form 410
 Proof of Claim**

04/19

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Colter Energy Services USA, Inc</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>Colter Energy Services USA, Inc</u> <u>Anthony J. Shaheen</u> <u>Holland and Hart LLP</u> <u>555 17th Street, Suite 3200</u> <u>Denver, CO 80202, USA</u>	<u>Colter Energy Services USA, Inc.</u> <u>30 Crystalridge Drive, Suite 201</u> <u>Okotoks, Alberta T1S2C3, Canada</u>
	Contact phone <u>303-295-8475</u>	Contact phone <u>402-995-9886</u>
	Contact email <u>AJShaheen@hollandhart.com</u>	Contact email <u>jbrooks@colterenergy.com</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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

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

7. How much is the claim? \$ 3,180,628.26. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

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

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

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



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

No

Yes. Check all that apply:

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

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

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

No

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

\$ _____

Part 3: Sign Below

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

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

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

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 08/14/2020
MM / DD / YYYY

/s/ Jason A. Brooks
Signature

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

Name Jason A. Brooks
First name Middle name Last name

Title General Manager

Company Colter Energy Services USA Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Case 20-11548-CSS Doc 2054-3 Filed 10/06/21 Page 5 of 121
KCC ePOC Electronic Claim Filing Summary

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

Debtor: 20-11548 - Extraction Oil & Gas, Inc.		
District: District of Delaware		
Creditor: Colter Energy Services USA, Inc Anthony J. Shaheen Holland and Hart LLP 555 17th Street, Suite 3200 Denver, CO, 80202 USA Phone: 303-295-8475 Phone 2: Fax: Email: AJShaheen@hollandhart.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded	
	Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
Filing Party: Authorized agent		
Disbursement/Notice Parties: Colter Energy Services USA, Inc. 30 Crystalridge Drive, Suite 201 Okotoks, Alberta, T1S2C3 Canada Phone: 402-995-9886 Phone 2: Fax: E-mail: jbrooks@colterenergy.com DISBURSEMENT ADDRESS		
Other Names Used with Debtor:		Amends Claim: No Acquired Claim: No
Basis of Claim: Goods and services	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 3,180,628.26	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Jason A. Brooks on 14-Aug-2020 2:00:28 p.m. Eastern Time Title: General Manager Company: Colter Energy Services USA Inc.		

Your claim can be filed electronically on KCC's website at <https://epoc.kccllc.net/extractionog>.

United States Bankruptcy Court for the District of Delaware

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Extraction Oil & Gas, Inc. (Case No. 20-11548) | <input type="checkbox"/> Extraction Finance Corp. (Case No. 20-11552) | <input type="checkbox"/> Table Mountain Resources, LLC (Case No. 20-11555) |
| <input type="checkbox"/> 7N, LLC (Case No. 20-11549) | <input type="checkbox"/> Mountaintop Minerals, LLC (Case No. 20-11553) | <input type="checkbox"/> XOG Services, LLC (Case No. 20-11556) |
| <input type="checkbox"/> 8 North, LLC (Case No. 20-11550) | <input type="checkbox"/> Northwest Corridor Holdings, LLC (Case No. 20-11554) | <input type="checkbox"/> XTR Midstream, LLC (Case No. 20-11557) |
| <input type="checkbox"/> Axis Exploration, LLC (Case No. 20-11551) | | |

Official Form 410 Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

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

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

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>COLTER ENERGY SERVICES USA, INC.</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>Anthony J. Shaheen</u> Name <u>555 17th Street, Suite 3200</u> Number Street <u>Denver CO 80202</u> City State ZIP Code <u>USA</u> Country <u>(303) 295-8475</u> Contact phone Contact email <u>AJShaheen@hollandhart.com</u>	Where should payments to the creditor be sent? (if different) <u>Colter Energy Services USA Inc.</u> Name <u>30 Crystalridge Drive Suite 201</u> Number Street <u>Okotoks Alberta/Can. T1S2C3</u> City State ZIP Code <u>Canada</u> Country Contact phone <u>403-995-9886</u> Contact email <u>jbrooks@colterenergy.com</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

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

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

7. How much is the claim? \$ 3,180,628.26. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

Goods and services

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

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

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

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

No

Yes. Check all that apply:

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

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

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

No

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

\$ _____

Part 3: Sign Below

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

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

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

Check the appropriate box:


- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 08/13/2020
MM / DD / YYYY



Signature

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

Name Jason A Brooks
First name Middle name Last name

Title General Manager

Company Colter Energy Services USA Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 30 Crystalridge Drive Suite 201
Number Street

Okotoks Alberta T1S2C3 CAN
City State ZIP Code Country

Contact phone 403-995-9886 Email jbrooks@colterenergy.com

Extraction Signed Tickets 2017-2018

Invoice #	Job #	Date Range	Invoice \$
20171018	3316	Dec 1-3	\$ 9,886.74
20171074	3297	Dec 26-31	\$ 20,261.44
20171075	3299	Dec 26-31	\$ 20,195.34
20171076	3308	Dec 26-31	\$ 19,985.34
20171078	3309	Dec 26-31	\$ 20,237.34
20171079	3310	Dec 26-31	\$ 19,985.34
20171080	3311	Dec 26-31	\$ 19,985.34
20171083	3323	Dec 26-31	\$ 19,985.34
20171084	3324	Dec 26-31	\$ 20,238.84
20171085	3325	Dec 26-31	\$ 20,279.34
20171086	3331	Dec 26-31	\$ 20,237.34
2018016	3297	Jan 1-7	\$ 23,116.23
2018017	3297	Jan 8-14	\$ 22,016.23
2018018	3299	Jan 1-7	\$ 23,410.23
2018019	3299	Jan 8-14	\$ 22,553.23
2018020	3308	Jan 1-7	\$ 23,116.23
2018021	3308	Jan 8-14	\$ 22,660.23
2018022	3309	Jan 1-7	\$ 23,410.23
2018023	3309	Jan 8-14	\$ 23,031.73
2018024	3310	Jan 1-7	\$ 23,116.23
2018025	3310	Jan 8-14	\$ 22,016.23
2018026	3311	Jan 1-7	\$ 23,116.23
2018027	3311	Jan 8-14	\$ 22,016.23
2018028	3323	Jan 1-7	\$ 23,116.23
2018029	3324	Jan 1-7	\$ 23,410.23
2018030	3324	Jan 8-14	\$ 22,516.42
2018031	3325	Jan 1-7	\$ 23,410.23
2018032	3325	Jan 8-14	\$ 22,912.73
2018033	3331	Jan 1-7	\$ 23,410.23
2018034	3331	Jan 8-14	\$ 23,957.75
2018067	3297	Jan 22-28	\$ 23,602.50
2018068	3323	Jan 8-14	\$ 23,118.25
2018069	3323	Jan 22-28	\$ 23,602.50
2018070	3324	Jan 22-28	\$ 23,518.50
2018071	3325	Jan 22-28	\$ 23,581.50
2018081	3297	Feb 5-11	\$ 21,787.50
2018083	3323	Feb 5-11	\$ 23,581.50
2018084	3324	Feb 5-11	\$ 22,102.50
2018090	3331	Jan 15	\$ 3,292.89
2018091	3325	Jan 29-31	\$ 9,463.50
2018092	3325	Jan 15-21	\$ 26,027.59
2018093	3324	Jan 29-31	\$ 9,463.50
2018094	3324	Jan 15-21	\$ 25,237.59
2018095	3323	Jan 29-31	\$ 9,463.50
2018096	3323	Jan 15-21	\$ 25,259.70
2018098	3311	Jan 15	\$ 3,130.89
2018099	3310	Jan 15	\$ 3,130.89

Invoice #	Job #	Date Range	Invoice \$
2018100	3309	Jan 15	\$ 3,172.89
2018101	3308	Jan 15	\$ 3,172.89
2018102	3299	Jan 15	\$ 3,172.89
2018103	3297	Jan 29-31	\$ 9,463.50
2018104	3297	Jan 15-21	\$ 25,832.16
2018110	3325	Feb 5-11	\$ 21,787.50
2018112	3297	Feb 12-18	\$ 21,787.50
2018113	3325	Feb 12-18	\$ 21,787.50
2018114	3324	Feb 12-18	\$ 22,981.50
2018115	3323	Feb 12-18	\$ 22,081.50
2018118	3297	Feb 19-25	\$ 21,976.50
2018120	3325	Feb 19-25	\$ 22,081.50
2018121	3324	Feb 19-25	\$ 22,081.50
2018122	3323	Feb 19-25	\$ 21,787.50
2018136	3401	Feb 5	\$ 43,827.75
2018163	3297	Feb 1-4	\$ 12,555.00
2018164	3297	Feb 26-28	\$ 9,337.50
2018166	3323	Feb 1-4	\$ 12,618.00
2018167	3323	Feb 26-28	\$ 9,463.50
2018168	3324	Feb 1-4	\$ 12,663.50
2018169	3325	Feb 1-4	\$ 12,618.00
2018170	3325	Feb 26-28	\$ 9,337.50
2018183	3324	Feb 26-28	\$ 9,463.50
2018192	3297	Mar 5-11	\$ 21,808.50
2018195	3297	Mar 12-18	\$ 21,787.50
2018196	3297	Mar 1-4	\$ 12,450.00
2018197	3323	Mar 5-11	\$ 22,081.50
2018198	3323	Mar 12-18	\$ 22,081.50
2018199	3323	Mar 1-4	\$ 12,660.00
2018200	3324	Mar 1-4	\$ 12,618.00
2018201	3324	Mar 5-11	\$ 22,081.50
2018202	3324	Mar 12-18	\$ 22,081.50
2018203	3325	Mar 1-4	\$ 12,450.00
2018204	3325	Mar 5-11	\$ 21,787.50
2018205	3325	Mar 12-18	\$ 21,787.50
2018224	3325	Mar 19-25	\$ 21,787.50
2018234	3323	Mar 19-25	\$ 22,081.50
2018235	3324	Mar 19-25	\$ 22,060.50
2018236	3297	Mar 19-25	\$ 21,808.50
2018248	3297	Mar 26-31	\$ 18,675.00
2018249	3325	Mar 26-31	\$ 18,675.00
2018250	3324	Mar 26-31	\$ 18,927.00
2018251	3323	Mar 26-31	\$ 19,368.00
2018280	3297	Apr 1-6	\$ 18,675.00
2018283	3323	Apr 1-8	\$ 26,477.66
2018284	3324	Apr 1-8	\$ 26,192.66
2018285	3325	Apr 1-8	\$ 25,814.66

TOTAL SIGNED \$ 1,808,224.68

Unsigned Tickets

Invoice #	Job #	Date Range	Invoice \$
2018363	3323	Apr 9-30	\$ 77,102.26
2018364	3324	Apr 9-30	\$ 75,533.26
2018365	3325	Apr 9-30	\$ 76,469.26
2018415	3323	May 1-11	\$ 37,766.63
2018416	3324	May 1-11	\$ 37,766.63
2018417	3325	May 1-11	\$ 37,766.63
2018419	3323	May 12-31	\$ 68,666.60
2018420	3324	May 12-31	\$ 68,666.60
2018421	3325	May 12-31	\$ 68,666.60
2018534	3323	June 1-30	\$ 102,999.90
2018535	3324	June 1-30	\$ 102,999.90
2018536	3325	June 1-30	\$ 102,999.90
2018648	3325	July 1-31	\$ 106,433.23
2018649	3324	July 1-31	\$ 106,433.23
2018650	3323	July 1-31	\$ 106,433.23
2018758	3323	Aug 1-19	\$ 65,233.27
2018759	3324	Aug 1-10	\$ 65,233.27
2018760	3325	Aug 1-19	\$ 65,233.27

TOTAL UNSIGNED \$ 1,372,403.67

TOTAL OWED \$ 3,180,628.35



INVOICE

Invoice No.: 20171018

Date: Dec 04, 2017

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-261/962.19
 Chris Pulley
 Colter Job #3316

Description	Amount		
Production Testing Services - (Progress Billing) - December 1 - December 3	9,886.74		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">9,886.74</td> </tr> </table>	Total Amount	9,886.74
Total Amount	9,886.74		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 20171074

Date: Dec 31, 2017

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-269/962.19
 Chris Pulley
 *
 Colter Job #3297

Description	Amount		
Production Testing Services - (Progress Billing) - December 26 - December 31	20,261.44		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">20,261.44</td> </tr> </table>	Total Amount	20,261.44
Total Amount	20,261.44		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 20171075

Date: Dec 31, 2017

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-267/962.19
 Chris Pulley
 Colter Job #3299

Description	Amount
Production Testing Services - (Progress Billing) - December 26 - December 31	20,195.34
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 20,195.34



INVOICE

Invoice No.: 20171076

Date: Dec 31, 2017

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 15-0155/962.19
 Chris Pulley
 Colter Job #3308

Description	Amount
Production Testing Services - (Progress Billing) - December 26 - December 31	19,985.34
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 19,985.34



INVOICE

Invoice No.: 20171078

Date: Dec 31, 2017

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 15-013/962.19
 Chris Pulley
 Colter Job #3309

Description	Amount		
Production Testing Services - (Progress Billing) - December 26 - December 31	20,237.34		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total Amount</td> <td style="width: 50%; text-align: right;">20,237.34</td> </tr> </table>	Total Amount	20,237.34
Total Amount	20,237.34		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 20171079

Date: Dec 31, 2017

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 15-015/962.19
 Chris Pulley
 *
 Colter Job #3310

Description	Amount
Production Testing Services - (Progress Billing) - December 26 - December 31	19,985.34
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 19,985.34



INVOICE

Invoice No.: 20171080

Date: Dec 31, 2017

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 15-016/962.19
 Chris Pulley
 *
 Colter Job #3311

Description	Amount		
Production Testing Services - (Progress Billing) - December 26 - December 31	19,985.34		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">Total Amount</td> <td style="text-align: right;">19,985.34</td> </tr> </table>	Total Amount	19,985.34
Total Amount	19,985.34		



INVOICE

Invoice No.: 20171083

Date: Dec 31, 2017

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger-RBF
 AFE: 16-262/962.19
 Chris Pulley
 Colter Job #3323

Description	Amount
Production Testing Services - (Progress Billing) - December 26 - December 31	19,985.34

Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	Total Amount	19,985.34
--	---------------------	------------------

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 20171084

Date: Dec 31, 2017

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-263/962.19
 Chris Pulley
 Colter Job #3324

Description	Amount
Production Testing Services - (Progress Billing) - December 26 - December 31	20,238.84
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 20,238.84



INVOICE

Invoice No.: 20171085

Date: Dec 31, 2017

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-264/962.19
 Chris Pulley
 -
 Colter Job #3325

Description	Amount
Production Testing Services - (Progress Billing) - December 26 - December 31	20,279.34
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 20,279.34



INVOICE

Invoice No.: 20171086

Date: Dec 31, 2017

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE:15-010/962.19
 Chris Pulley
 *
 Colter Job #3331

Description	Amount
Production Testing Services - (Progress Billing) - December 26 - December 31	20,237.34
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 20,237.34



INVOICE

Invoice No.: 2018016

Date: Jan 08, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/ RBF
 AFE #16-269/ 962.19
 Jesse Silva
 Colter Job #3297

Description	Amount		
Production Testing Services - Progress Billing January 1 - January 7	23,116.23		
Please remit payment to: Colter Energy Services USA Inc. 905 - 30th Street #2 Minot, ND 58703	<table border="1" style="width: 100%;"> <tr> <td style="background-color: black; color: white; text-align: center;">Total Amount</td> <td style="text-align: right;">23,116.23</td> </tr> </table>	Total Amount	23,116.23
Total Amount	23,116.23		

If you have any questions concerning this invoice, please contact Alix at (403) 995-9886 (Ext 101)



INVOICE

Invoice No.: 2018017

Date: Jan 15, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/ RBF
 AFE #16-269/ 962.19
 Jesse Silva
 Colter Job #3297

Description	Amount		
Production Testing Services - Progress Billing January 8 - January 14	22,016.23		
Please remit payment to: Colter Energy Services USA Inc. 905 - 30th Street #2 Minot, ND 58703	<table border="1" style="width: 100%;"> <tr> <td style="background-color: black; color: white; text-align: center;">Total Amount</td> <td style="text-align: right;">22,016.23</td> </tr> </table>	Total Amount	22,016.23
Total Amount	22,016.23		
If you have any questions concerning this invoice, please contact Alix at (403) 995-9886 (Ext 101)			



INVOICE

Invoice No.: 2018018

Date: Jan 08, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE #16-267/ 962.19
 Jesse Silva
 Colter Job #3299

Description	Amount		
Production Testing Services - Progress Billing January 1 - January 7	23,410.23		
Please remit payment to: Colter Energy Services USA Inc. 905 - 30th Street #2 Minot, ND 58703	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">23,410.23</td> </tr> </table>	Total Amount	23,410.23
Total Amount	23,410.23		
If you have any questions concerning this invoice, please contact Alix at (403) 995-9886 (Ext 101)			



INVOICE

Invoice No.: 2018019

Date: Jan 15, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE #16-267/ 962.19
 Jesse Silva
 *
 Colter Job #3299

Description	Amount		
Production Testing Services - Progress Billing January 8 - January 14	22,553.23		
Please remit payment to: Colter Energy Services USA Inc. 905 - 30th Street #2 Minot, ND 58703	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">22,553.23</td> </tr> </table>	Total Amount	22,553.23
Total Amount	22,553.23		
If you have any questions concerning this invoice, please contact Alix at (403) 995-9886 (Ext 101)			



INVOICE

Invoice No.: 2018020

Date: Jan 08, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE #15-011/ 962.19
 Jesse Silva
 .
 Colter Job #3308

Description	Amount		
Production Testing Services - Progress Billing January 1 - January 7	23,116.23		
Please remit payment to: Colter Energy Services USA Inc. 905 - 30th Street #2 Minot, ND 58703	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Total Amount</td> <td style="text-align: right;">23,116.23</td> </tr> </table>	Total Amount	23,116.23
Total Amount	23,116.23		

If you have any questions concerning this invoice, please contact Alix at (403) 995-9886 (Ext 101)



INVOICE

Invoice No.: 2018021

Date: Jan 15, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE #15-011/ 962.19
 Jesse Silva
 .
 Colter Job #3308

Description	Amount		
Production Testing Services - Progress Billing January 8 - January 14	22,660.23		
Please remit payment to: Colter Energy Services USA Inc. 905 - 30th Street #2 Minot, ND 58703	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">22,660.23</td> </tr> </table>	Total Amount	22,660.23
Total Amount	22,660.23		

If you have any questions concerning this invoice, please contact Alix at (403) 995-9886 (Ext 101)



INVOICE

Invoice No.: 2018022

Date: Jan 08, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE #15-013/ 962.19
 Jesse Silva
 Colter Job #3309

Description	Amount		
Production Testing Services - Progress Billing January 1 - January 7	23,410.23		
Please remit payment to: Colter Energy Services USA Inc. 905 - 30th Street #2 Minot, ND 58703	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">23,410.23</td> </tr> </table>	Total Amount	23,410.23
Total Amount	23,410.23		
If you have any questions concerning this invoice, please contact Alix at (403) 995-9886 (Ext 101)			



INVOICE

Invoice No.: 2018023

Date: Jan 15, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE #15-013/ 962.19
 Jesse Silva
 Colter Job #3309

Description	Amount		
Production Testing Services - Progress Billing January 8 - January 14	23,031.73		
Please remit payment to: Colter Energy Services USA Inc. 905 - 30th Street #2 Minot, ND 58703	<table border="1" style="width: 100%;"> <tr> <td style="background-color: black; color: white; text-align: center;">Total Amount</td> <td style="text-align: right;">23,031.73</td> </tr> </table>	Total Amount	23,031.73
Total Amount	23,031.73		

If you have any questions concerning this invoice, please contact Alix at (403) 995-9886 (Ext 101)



INVOICE

Invoice No.: 2018024

Date: Jan 08, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE #15-015/ 962.19
 Jesse Silva
 Colter Job #3310

Description	Amount		
Production Testing Services - Progress Billing January 1 - January 7	23,116.23		
Please remit payment to: Colter Energy Services USA Inc. 905 - 30th Street #2 Minot, ND 58703	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: right;">Total Amount</td> <td style="width: 50%; text-align: right;">23,116.23</td> </tr> </table>	Total Amount	23,116.23
Total Amount	23,116.23		
If you have any questions concerning this invoice, please contact Alix at (403) 995-9886 (Ext 101)			



INVOICE

Invoice No.: 2018025

Date: Jan 15, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE #15-015/ 962.19
 Jesse Silva
 Colter Job #3310

Description	Amount		
Production Testing Services - Progress Billing January 8 - January 14	22,016.23		
Please remit payment to: Colter Energy Services USA Inc. 905 - 30th Street #2 Minot, ND 58703	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">22,016.23</td> </tr> </table>	Total Amount	22,016.23
Total Amount	22,016.23		
If you have any questions concerning this invoice, please contact Alix at (403) 995-9886 (Ext 101)			



INVOICE

Invoice No.: 2018026

Date: Jan 08, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE #15-016/ 962.19
 Jesse Silva
 .
 Colter Job #3311

Description	Amount		
Production Testing Services - Progress Billing January 1 - January 7	23,116.23		
Please remit payment to: Colter Energy Services USA Inc. 905 - 30th Street #2 Minot, ND 58703	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%; text-align: right;">Total Amount</td> <td style="text-align: right;">23,116.23</td> </tr> </table>	Total Amount	23,116.23
Total Amount	23,116.23		
If you have any questions concerning this invoice, please contact Alix at (403) 995-9886 (Ext 101)			



INVOICE

Invoice No.: 2018027

Date: Jan 15, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE #15-016/962.19
 Jesse Silva
 Colter Job #3311

Description	Amount		
Production Testing Services - Progress Billing January 8 - January 14	22,016.23		
Please remit payment to: Colter Energy Services USA Inc. 905 - 30th Street #2 Minot, ND 58703	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">22,016.23</td> </tr> </table>	Total Amount	22,016.23
Total Amount	22,016.23		

If you have any questions concerning this invoice, please contact Alix at (403) 995-9886 (Ext 101)



INVOICE

Invoice No.: 2018028

Date: Jan 08, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE #16-262/ 962.19
 Jesse Silva
 Colter Job #3323

Description	Amount		
Production Testing Services - Progress Billing January 1 - January 7	23,116.23		
Please remit payment to: Colter Energy Services USA Inc. 905 - 30th Street #2 Minot, ND 58703	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">23,116.23</td> </tr> </table>	Total Amount	23,116.23
Total Amount	23,116.23		
If you have any questions concerning this invoice, please contact Alix at (403) 995-9886 (Ext 101)			



INVOICE

Invoice No.: 2018029

Date: Jan 08, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE #16-263/ 962.19
 Jesse Silva
 .
 Colter Job #3324

Description	Amount		
Production Testing Services - Progress Billing January 1 - January 7	23,410.23		
Please remit payment to: Colter Energy Services USA Inc. 905 - 30th Street #2 Minot, ND 58703	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">23,410.23</td> </tr> </table>	Total Amount	23,410.23
Total Amount	23,410.23		
If you have any questions concerning this invoice, please contact Alix at (403) 995-9886 (Ext 101)			



INVOICE

Invoice No.: 2018030

Date: Jan 15, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE #16-263/ 962.19
 Jesse Silva
 Colter Job #3324

Description	Amount		
Production Testing Services - Progress Billing January 8 - January 14	22,516.42		
Please remit payment to: Colter Energy Services USA Inc. 905 - 30th Street #2 Minot, ND 58703	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">22,516.42</td> </tr> </table>	Total Amount	22,516.42
Total Amount	22,516.42		
If you have any questions concerning this invoice, please contact Alix at (403) 995-9886 (Ext 101)			



INVOICE

Invoice No.: 2018031

Date: Jan 08, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE #16-264/ 962.19
 Jesse Silva
 Colter Job #3325

Description	Amount		
Production Testing Services - Progress Billing January 1 - January 7	23,410.23		
Please remit payment to: Colter Energy Services USA Inc. 905 - 30th Street #2 Minot, ND 58703	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">23,410.23</td> </tr> </table>	Total Amount	23,410.23
Total Amount	23,410.23		
If you have any questions concerning this invoice, please contact Alix at (403) 995-9886 (Ext 101)			



INVOICE

Invoice No.: 2018032

Date: Jan 15, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE #16-264/ 962.19
 Jesse Silva
 Colter Job #3325

Description	Amount		
Production Testing Services - Progress Billing January 8 - January 14	22,912.73		
Please remit payment to: Colter Energy Services USA Inc. 905 - 30th Street #2 Minot, ND 58703	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">22,912.73</td> </tr> </table>	Total Amount	22,912.73
Total Amount	22,912.73		
If you have any questions concerning this invoice, please contact Alix at (403) 995-9886 (Ext 101)			



INVOICE

Invoice No.: 2018033

Date: Jan 08, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE #15-010/ 962.19
 Jesse Silva
 Colter Job #3331

Description	Amount		
Production Testing Services - Progress Billing January 1 - January 7	23,410.23		
Please remit payment to: Colter Energy Services USA Inc. 905 - 30th Street #2 Minot, ND 58703	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">23,410.23</td> </tr> </table>	Total Amount	23,410.23
Total Amount	23,410.23		

If you have any questions concerning this invoice, please contact Alix at (403) 995-9886 (Ext 101)



INVOICE

Invoice No.: 2018034

Date: Jan 15, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE #15-010/962.19
 Jesse Silva
 -
 Colter Job #3331

Description	Amount		
Production Testing Services - Progress Billing January 8 - January 14	23,957.75		
Please remit payment to: Colter Energy Services USA Inc. 905 - 30th Street #2 Minot, ND 58703	<table border="1" style="width: 100%;"> <tr> <td data-bbox="1027 1839 1208 2003" style="background-color: black; color: white; text-align: center;">Total Amount</td> <td data-bbox="1208 1839 1541 2003" style="text-align: right;">23,957.75</td> </tr> </table>	Total Amount	23,957.75
Total Amount	23,957.75		
If you have any questions concerning this invoice, please contact Alix at (403) 995-9886 (Ext 101)			



INVOICE

Invoice No.: 2018067

Date: Jan 29, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF #10
 AFE: 16-269/962-19
 Chris Pulley
 .
 Colter Job #3297

Description	Amount
Production Testing Services - (Progress Billing) - January 22 - January 28	23,602.50
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 23,602.50



INVOICE

Invoice No.: 2018068

Date: Jan 15, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF #3
 AFE: 16-262/962.19
 Chris Pulley
 Colter Job #3323

Description	Amount		
Production Testing Services - (Progress Billing) - January 8 - January 14	23,118.25		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">23,118.25</td> </tr> </table>	Total Amount	23,118.25
Total Amount	23,118.25		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018069

Date: Jan 29, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF #3
 AFE: 16-262/962.19
 Chris Pulley
 Colter Job #3323

Description	Amount		
Production Testing Services - (Progress Billing) - January 22 - January 28	23,602.50		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">23,602.50</td> </tr> </table>	Total Amount	23,602.50
Total Amount	23,602.50		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018070

Date: Jan 29, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/ RBF #4
 AFE: 16-263
 Chris Pulley
 .
 Colter Job #3324

Description	Amount		
Production Testing Services - (Progress Billing) - January 22 - January 28	23,518.50		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: black; color: white; text-align: center; width: 70%;">Total Amount</td> <td style="text-align: right; width: 30%;">23,518.50</td> </tr> </table> <p>Payment Terms: Net 30 Days</p>	Total Amount	23,518.50
Total Amount	23,518.50		



INVOICE

Invoice No.: 2018071

Date: Jan 29, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF#5
 AFE: 16-264/962.19
 Chris Pulley
 Colter Job #3325

Description	Amount
Production Testing Services - (Progress Billing) - January 22 - January 28	23,581.50
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 23,581.50



INVOICE

Invoice No.: 2018081

Date: Feb 12, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF #10
 AFE: 19-269/962.19
 Chris Pulley
 Colter Job #3297

Description	Amount		
Production Testing Services - (Progress Billing) - February 5 - February 11	21,787.50		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">21,787.50</td> </tr> </table>	Total Amount	21,787.50
Total Amount	21,787.50		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018083

Date: Feb 12, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF #3
 AFE: 16-262/962.19
 Chris Pulley
 Colter Job #3323

Description	Amount		
Production Testing Services - (Progress Billing) - February 5 - February 11	23,581.50		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Total Amount</td> <td style="text-align: right;">23,581.50</td> </tr> </table>	Total Amount	23,581.50
Total Amount	23,581.50		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018084

Date: Feb 12, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/ RBF #4
 AFE: 16-263/962.19
 Chris Pulley
 .
 Colter Job #3324

Description	Amount		
Production Testing Services - February 5 - February 11	22,102.50		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Total Amount</td> <td style="text-align: right;">22,102.50</td> </tr> </table>	Total Amount	22,102.50
Total Amount	22,102.50		



INVOICE

Invoice No.: 2018090

Date: Jan 16, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF #2
 AFE: 15-010
 Chris Pulley
 Colter Job #3331

Description	Amount
Production Testing Services - (Progress Billing) January 15	3,292.89
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 3,292.89



INVOICE

Invoice No.: 2018091

Date: Jan 31, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF #5
 AFE: 15-264
 Chris Pulley
 Colter Job #3325

Description	Amount
Production Testing Services - (Progress Billing) - January 29 - January 31	9,463.50
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 9,463.50



INVOICE

Invoice No.: 2018092

Date: Jan 22, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF #5
 AFE: 16-264 /
 Chris Pulley
 Colter Job #3325

Description	Amount
Production Testing Services - (Progress Billing) - January 15 - January 21	26,027.59
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 26,027.59



INVOICE

Invoice No.: 2018093

Date: Jan 31, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF #4
 AFE: 16-263
 Chris Pulley
 .
 Colter Job #3324

Description	Amount		
Production Testing Services - (Progress Billing) - January 29 - January 31	9,463.50		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total Amount</td> <td style="text-align: right;">9,463.50</td> </tr> </table>	Total Amount	9,463.50
Total Amount	9,463.50		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018094

Date: Jan 22, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF #4
 AFE: 16-263
 Chris Pulley
 Colter Job #3324

Description	Amount
Production Testing Services - (Progress Billing) - January 15 - January 21	25,237.59
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<div style="background-color: black; color: white; padding: 5px; display: flex; justify-content: space-between;"> Total Amount 25,237.59 </div>

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018095

Date: Jan 31, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF #3
 AFE: 16-262
 Chris Pulley
 Colter Job #3323

Description	Amount
Production Testing Services - (Progress Billing) - January 29 - January 31	9,463.50
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dailas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 9,463.50



INVOICE

Invoice No.: 2018096

Date: Jan 22, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF #3
 AFE: 16-262
 Chris Pulley
 Colter Job #3323

Description	Amount		
Production Testing Services - (Progress Billing) - January 15 - January 21	25,259.70		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">25,259.70</td> </tr> </table>	Total Amount	25,259.70
Total Amount	25,259.70		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018098

Date: Jan 16, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF #8
 AFE: 15-016
 Chris Pulley
 Colter Job #3311

Description	Amount
Production Testing Services - January 15	3,130.89
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 3,130.89



INVOICE

Invoice No.: 2018099

Date: Jan 16, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF #7
 AFE: 15-015
 Chris Pulley
 Colter Job #3310

Description	Amount		
Production Testing Services - January 15 -	3,130.89		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Total Amount</td> <td style="text-align: right;">3,130.89</td> </tr> </table>	Total Amount	3,130.89
Total Amount	3,130.89		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018100

Date: Jan 16, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/ RBF #5
 AFE: 15-013
 Chris Pulley
 Colter Job #3309

Description	Amount
Production Testing Services - January 15 -	3,172.89
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 3,172.89



INVOICE

Invoice No.: 2018101

Date: Jan 16, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF # 3
 AFE: 15-011
 Chris Pulley
 Colter Job #3308

Description	Amount		
Production Testing Services - January 15	3,172.89		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">3,172.89</td> </tr> </table>	Total Amount	3,172.89
Total Amount	3,172.89		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018102

Date: Jan 16, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF #8
 AFE: 16-267
 Chris Pulley
 .
 Colter Job #3299

Description	Amount
Production Testing Services - (Progress Billing) - January 15 -	3,172.89
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 3,172.89



INVOICE

Invoice No.: 2018103

Date: Jan 31, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF #10
 AFE: 16-269
 Chris Pulley
 .
 Colter Job #3297

Description	Amount
Production Testing Services - (Progress Billing) - January 29 - January 31	9,463.50

Please remit payment to: **Colter Energy Services USA Inc.**
 Dept 3330, PO Box 123330
 Dallas, Texas
 USA 75312-3330

If you have any questions concerning this invoice, please contact Accounts Receivable
 Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days

Total Amount	9,463.50
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INVOICE

Invoice No.: 2018104

Date: Jan 22, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF #10
 AFE: 15-269
 Chris Pulley
 Colter Job #3297

Description	Amount
Production Testing Services - (Progress Billing) - January 15 - January 21	25,832.16
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 25,832.16



INVOICE

Invoice No.: 2018110

Date: Feb 12, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF #5
 AFE: 16-264/962.19
 Chris Pulley
 Colter Job #3325

Description	Amount
Production Testing Services - (Progress Billing) - February 5 - February 11	21,787.50
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 21,787.50



INVOICE

Invoice No.: 2018112

Date: Feb 19, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RNF #10
 AFE: 16-269/962.19
 Chris Pulley
 Colter Job #3297

Description	Amount
Production Testing Services - (Progress Billing) - February 12 - February 18	21,787.50
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 21,787.50



INVOICE

Invoice No.: 2018113

Date: Feb 19, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF #5
 AFE: 16-264 / 962.19
 Chris Pulley
 Colter Job #3325

Description	Amount		
Production Testing Services - (Progress Billing) - February 12 - February 18	21,787.50		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">21,787.50</td> </tr> </table>	Total Amount	21,787.50
Total Amount	21,787.50		



INVOICE

Invoice No.: 2018114

Date: Feb 19, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF #4
 AFE: 16-263/962.19
 Chris Pulley
 .
 Colter Job #3324

Description	Amount
Production Testing Services - (Progress Billing) - February 12 - February 18	22,981.50
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 22,981.50



INVOICE

Invoice No.: 2018115

Date: Feb 19, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF # 3
 AFE: 16-262 / 962.19
 Chris Pulley
 *
 Colter Job #3323

Description	Amount		
Production Testing Services - (Progress Billing) - February 12 - February 18	22,081.50		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">22,081.50</td> </tr> </table>	Total Amount	22,081.50
Total Amount	22,081.50		
Payment Terms: Net 30 Days			



INVOICE

Invoice No.: 2018118

Date: Feb 26, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF #10
 AFE: 16-269/18.00019/962.19
 Chris Pulley
 Colter Job #3297

Description	Amount
Production Testing Services - (Progress Billing) - February 19 - February 25	21,976.50
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 21,976.50



INVOICE

Invoice No.: 2018120

Date: Feb 26, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF #3
 AFE: 16-262/18.00019/962.19
 Chris Pulley
 Colter Job #3323

Description	Amount
Production Testing Services - (Progress Billing) - February 19 - February 25	22,081.50
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 22,081.50



INVOICE

Invoice No.: 2018121

Date: Feb 26, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF #4
 AFE: 16-263/18.00019/962.19
 Chris Pulley
 Colter Job #3324

Description	Amount
Production Testing Services - (Progress Billing) - February 19 - February 25	22,081.50
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 22,081.50



INVOICE

Invoice No.: 2018122

Date: Feb 26, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF #5
 AFE: 16-264/18.00019/962.19
 Chris Pulley
 Colter Job #3325

Description	Amount
Production Testing Services - (Progress Billing) - February 19 - February 25	21,787.50
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 21,787.50



INVOICE

Invoice No.: 2018136

Date: Feb 06, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF
 AFE: Alloc 645/962.16
 Luke Kunze
 Colter Job #3401

Description	Amount		
Production Testing Services February 5 -	43,827.75		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">43,827.75</td> </tr> </table>	Total Amount	43,827.75
Total Amount	43,827.75		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018163

Date: Feb 05, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-269/962.19
 Chris Pulley
 Colter Job #3297

Description	Amount
Production Testing Services - (Progress Billing) - February 1 - February 4	12,555.00

Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount	12,555.00
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INVOICE

Invoice No.: 2018164

Date: Feb 28, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF
 AFE: 16-269/962.19
 Chris Pulley
 Colter Job #3297

Description	Amount		
Production Testing Services - (Progress Billing) - February 26 - February 28	9,337.50		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Total Amount</td> <td style="text-align: right;">9,337.50</td> </tr> </table>	Total Amount	9,337.50
Total Amount	9,337.50		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018166

Date: Feb 05, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-262/962.19
 Chris Pulley
 .
 Colter Job #3323

Description	Amount		
Production Testing Services - (Progress Billing) - February 1 - February 4	12,618.00		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">12,618.00</td> </tr> </table>	Total Amount	12,618.00
Total Amount	12,618.00		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018167

Date: Feb 28, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-262/962.19
 Chris Pulley
 Colter Job #3323

Description	Amount		
Production Testing Services - (Progress Billing) - February 26 - February 28	9,463.50		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Total Amount</td> <td style="text-align: right;">9,463.50</td> </tr> </table> <p>Payment Terms: Net 30 Days</p>	Total Amount	9,463.50
Total Amount	9,463.50		



INVOICE

Invoice No.: 2018168

Date: Feb 05, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/ RBF
 AFE: 16-263/962-19
 Chris Pulley
 Colter Job #3324

Description	Amount		
Production Testing Services - (Progress Billing) - February 1 - February 4	12,663.50		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">12,663.50</td> </tr> </table>	Total Amount	12,663.50
Total Amount	12,663.50		
Payment Terms: Net 30 Days			



INVOICE

Invoice No.: 2018169

Date: Feb 05, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-264/962.19
 Chris Pulley
 Colter Job #3325

Description	Amount
Production Testing Services - (Progress Billing) - February 1 - February 4	12,618.00

Please remit payment to: **Colter Energy Services USA Inc.**
 Dept 3330, PO Box 123330
 Dallas, Texas
 USA 75312-3330

If you have any questions concerning this invoice, please contact Accounts Receivable
 Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days

Total Amount	12,618.00
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INVOICE

Invoice No.: 2018170

Date: Feb 28, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-264/962.19
 Chris Pulley
 Colter Job #3325

Description	Amount
Production Testing Services - (Progress Billing) - February 26 - February 28	9,337.50

Please remit payment to: **Colter Energy Services USA Inc.**
 Dept 3330, PO Box 123330
 Dallas, Texas
 USA 75312-3330

If you have any questions concerning this invoice, please contact Accounts Receivable

Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days

Total Amount

9,337.50



INVOICE

Invoice No.: 2018183

Date: Feb 28, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-263/962.19
 Chris Pulley
 Colter Job #3324

Description	Amount
Production Testing Services - (Progress Billing) - February 26 - February 28	9,463.50
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 9,463.50



INVOICE

Invoice No.: 2018195

Date: Mar 19, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-269/962.19
 Chris Pulley
 -
 Colter Job #3297

Description	Amount		
Production Testing Services - (Progress Billing) - March 12 - March 18	21,787.50		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="background-color: black; color: white; text-align: center;">Total Amount</td> <td style="text-align: right;">21,787.50</td> </tr> </table>	Total Amount	21,787.50
Total Amount	21,787.50		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018196

Date: Mar 05, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-269/962.19
 Chris Pulley
 .
 Colter Job #3297

Description	Amount
Production Testing Services - (Progress Billing) - March 1 - March 4	12,450.00
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 12,450.00



INVOICE

Invoice No.: 2018197

Date: Mar 12, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-262/962.19
 Chris Pulley
 Colter Job #3323

Description	Amount
Production Testing Services - (Progress Billing) - March 5 - March 11	22,081.50
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 22,081.50



INVOICE

Invoice No.: 2018199

Date: Mar 05, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-262/962.19
 Chris Pulley
 .
 Colter Job #3323

Description	Amount
Production Testing Services - (Progress Billing) - March 1 - March 4	12,660.00
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 12,660.00



INVOICE

Invoice No.: 2018200

Date: Mar 05, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-263/962.19
 Chris Pulley
 Colter Job #3324

Description	Amount		
Production Testing Services - (Progress Billing) - March 1 - March 4	12,618.00		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Total Amount</td> <td style="text-align: right;">12,618.00</td> </tr> </table>	Total Amount	12,618.00
Total Amount	12,618.00		



INVOICE

Invoice No.: 2018201

Date: Mar 12, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-263/962.19
 Chris Pulley
 Colter Job #3324

Description	Amount		
Production Testing Services- (Progress Billing) March 5 - March 11	22,081.50		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="background-color: black; color: white; text-align: center;">Total Amount</td> <td style="text-align: right;">22,081.50</td> </tr> </table>	Total Amount	22,081.50
Total Amount	22,081.50		



INVOICE

Invoice No.: 2018202

Date: Mar 19, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-263/
 Chris Pulley
 Colter Job #3324

Description	Amount		
Production Testing Services - (Progress Billing) March 12 - March 18	22,081.50		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">22,081.50</td> </tr> </table>	Total Amount	22,081.50
Total Amount	22,081.50		



INVOICE

Invoice No.: 2018203

Date: Mar 05, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-264/962.19
 Chris Pulley
 Colter Job #3325

Description	Amount
Production Testing Services - (Progress Billing) March 1 - March 4	12,450.00
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 12,450.00



INVOICE

Invoice No.: 2018204

Date: Mar 12, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-264/962.19
 Chris Pulley
 .
 Colter Job #3325

Description	Amount
Production Testing Services - (Progress Billing) March 5 - March 11	21,787.50
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 21,787.50



INVOICE

Invoice No.: 2018205

Date: Mar 19, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-264/962.19
 Chris Pulley
 .
 Colter Job #3325

Description	Amount		
Production Testing Services - (Progress Billing) March 12 - March 18	21,787.50		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Total Amount</td> <td style="text-align: right;">21,787.50</td> </tr> </table>	Total Amount	21,787.50
Total Amount	21,787.50		



INVOICE

Invoice No.: 2018224

Date: Mar 26, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF
 AFE: 16-264/962.19
 Chris Pulley
 Colter Job #3325

Description	Amount		
Production Testing Services - (Progress Billing) - March 19 - March 25	21,787.50		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">21,787.50</td> </tr> </table>	Total Amount	21,787.50
Total Amount	21,787.50		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018234

Date: Mar 26, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF
 AFE: 16-262/962.19
 Chris Pulley
 *
 Colter Job #3323

Description	Amount
Production Testing Services - (Progress Billing) March 19 - March 25	22,081.50

Please remit payment to: **Colter Energy Services USA Inc.**
 Dept 3330, PO Box 123330
 Dallas, Texas
 USA 75312-3330

If you have any questions concerning this invoice, please contact Accounts Receivable
 Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days

Total Amount	22,081.50
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INVOICE

Invoice No.: 2018235

Date: Mar 26, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-263/962.12
 Chris Pulley
 *
 Colter Job #3324

Description	Amount
Production Testing Services - (Progress Billing) March 19 - March 25	22,060.50
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 22,060.50



INVOICE

Invoice No.: 2018248

Date: Mar 31, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF
 AFE: 12-269/962.19
 Chris Pulley
 Colter Job #3297

Description	Amount
Production Testing Services - (Progress Billing) - March 26 - March 31	18,675.00
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 18,675.00



INVOICE

Invoice No.: 2018249

Date: Mar 31, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-264/962.19
 Chris Pulley
 Colter Job #3325

Description	Amount
Production Testing Services - (Progress Billing) - March 26 - March 31	18,675.00
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 18,675.00



INVOICE

Invoice No.: 2018250

Date: Mar 31, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger / RBF
 AFE: 16-263/962.19
 Chris Pulley
 -
 Colter Job #3324

Description	Amount
Production Testing Services - (Progress Billing) - March 26 - March 31	18,927.00
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 18,927.00



INVOICE

Invoice No.: 2018252

Date: Mar 31, 2018

Sold to:

EdgeMarc Energy
 Jared Griffith
 1800 Main St #220
 Canonsburg, PA 15317

In reference to:

Location: Sculptor Spli
 AFE: BN18SCC00/250.356
 Kirk Miller
 Colter Job #3417

Description	Amount		
Production Testing Services - (Progress Billing) March 1 - March 31	120,025.31		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: right;">Total Amount</td> <td style="width: 50%; text-align: right;">120,025.31</td> </tr> </table>	Total Amount	120,025.31
Total Amount	120,025.31		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018280

Date: Apr 07, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFe: 16-269/962.19
 Chris Pulley
 Colter Job #3297

Description	Amount		
Production Testing Services - April 1 - April 6	18,675.00		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Total Amount</td> <td style="text-align: right;">18,675.00</td> </tr> </table>	Total Amount	18,675.00
Total Amount	18,675.00		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018283

Date: Apr 09, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-262/962.19
 Chris Pulley
 Colter Job #3323

Description	Amount
Production Testing Services - (Progress Billing) - April 1 - April 8	26,477.66
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 26,477.66



INVOICE

Invoice No.: 2018284

Date: Apr 09, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-263/962.19
 Chris Pulley
 .
 Colter Job #3324

Description	Amount
Production Testing Services - (Progress Billing) - April 1 - April 8	26,192.66
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 26,192.66



INVOICE

Invoice No.: 2018285

Date: Apr 09, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-264/962.19
 Chris Pulley
 Colter Job #3325

Description	Amount
Production Testing Services - (Progress Billing) - April 1 - April 8	25,814.66

Please remit payment to: **Colter Energy Services USA Inc.**
 Dept 3330, PO Box 123330
 Dallas, Texas
 USA 75312-3330

If you have any questions concerning this invoice, please contact Accounts Receivable
 Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days

Total Amount	25,814.66
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INVOICE

Invoice No.: 2018363

Date: Apr 30, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger RBF #3
 AFE: 16-262
 Chris Pulley
 .
 Colter Job #3323

Description	Amount
Production Testing Services - April 9 - April 30	77,102.26
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 77,102.26



INVOICE

Invoice No.: 2018364

Date: Apr 30, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger RBF #4
 AFE: 16-263
 Chris Pulley
 Colter Job #3324

Description	Amount
Production Testing Services - April 9 - April 30	75,533.26
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 75,533.26



INVOICE

Invoice No.: 2018415

Date: May 12, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-262
 Chris Pulley
 Colter Job #3323

Description	Amount
Production Testing Services - May 1 - May 11	37,766.63

Please remit payment to: **Colter Energy Services USA Inc.**
 Dept 3330, PO Box 123330
 Dallas, Texas
 USA 75312-3330

If you have any questions concerning this invoice, please contact Accounts Receivable
 Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days

Total Amount	37,766.63
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INVOICE

Invoice No.: 2018416

Date: May 12, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: STromberger/RBF
 AFE: 16-263
 Chris Pulley
 Colter Job #3324

Description	Amount		
Production Testing Services - May 1 - May 11	37,766.63		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">37,766.63</td> </tr> </table>	Total Amount	37,766.63
Total Amount	37,766.63		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018417

Date: May 12, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE:16-264
 Chris Pulley
 Colter Job #3325

Description	Amount		
Production Testing Services - May 1 - May 11	37,766.63		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">37,766.63</td> </tr> </table>	Total Amount	37,766.63
Total Amount	37,766.63		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018419

Date: May 31, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-262
 Chris Pulley
 Colter Job #3323

Description	Amount
Production Testing Services - May 12 - May 31	68,666.60

Please remit payment to: **Colter Energy Services USA Inc.**
 Dept 3330, PO Box 123330
 Dallas, Texas
 USA 75312-3330

If you have any questions concerning this invoice, please contact Accounts Receivable
 Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days

Total Amount	68,666.60
---------------------	-----------



INVOICE

Invoice No.: 2018420

Date: May 31, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-263
 Chris Pulley
 Colter Job #3324

Description	Amount		
Production Testing Services - May 12 - May 31	68,666.60		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">68,666.60</td> </tr> </table>	Total Amount	68,666.60
Total Amount	68,666.60		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018421

Date: May 31, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF
 AFE: 16-264
 Chris Pulley
 Colter Job #3325

Description	Amount		
Production Testing Services - May 12 - May 31	68,666.60		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">68,666.60</td> </tr> </table>	Total Amount	68,666.60
Total Amount	68,666.60		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018534

Date: Jun 30, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger RBF #3
 AFE: 16-262
 Chris Pulley
 Colter Job #3323

Description	Amount		
Production Testing Services - June 1 - June 30	102,999.90		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">102,999.90</td> </tr> </table>	Total Amount	102,999.90
Total Amount	102,999.90		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018535

Date: Jun 30, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger RBF #4
 AFE: 16-263
 Chris Pulley
 Colter Job #3324

Description	Amount
Production Testing Services - June 1 - June 30	102,999.90
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 102,999.90



INVOICE

Invoice No.: 2018536

Date: Jun 30, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger RBF #5
 AFE: 16-264
 Chris Pulley
 .
 Colter Job #3325

Description	Amount
Production Testing Services - June 1 - June 30	102,999.90
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 102,999.90



INVOICE

Invoice No.: 2018648

Date: Jul 31, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF #5
 AFE: 16-264
 Darrel Bothwell
 Colter Job #3325

Description	Amount
Production Testing Services - July 1 - July 31	106,433.23
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 106,433.23



INVOICE

Invoice No.: 2018649

Date: Jul 31, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF #4
 AFE: 16-263
 Darrel Bothwell
 Colter Job #3324

Description	Amount
Production Testing Services - July 1 - July 31	106,433.23
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 106,433.23



INVOICE

Invoice No.: 2018650

Date: Jul 31, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF #3
 AFE: 16-262
 Darrel Bothwell
 Colter Job #3323

Description	Amount
Production Testing Services - July 1 - July 31	106,433.23
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837 Payment Terms: Net 30 Days	Total Amount 106,433.23



INVOICE

Invoice No.: 2018758

Date: Aug 20, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF # 3
 AFE: 16-262
 Darrel Bothwell
 Colter Job #3323

Description	Amount		
Production Testing Services - August 1 - August 19	65,233.27		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">65,233.27</td> </tr> </table>	Total Amount	65,233.27
Total Amount	65,233.27		

Payment Terms: Net 30 Days



INVOICE

Invoice No.: 2018759

Date: Aug 20, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF #4
 AFE: 12-263
 Darrel Bothwell
 Colter Job #3324

Description	Amount		
Production Testing Services - August 1 - August 19	65,233.27		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Total Amount</td> <td style="text-align: right;">65,233.27</td> </tr> </table> Payment Terms: Net 30 Days	Total Amount	65,233.27
Total Amount	65,233.27		



INVOICE

Invoice No.: 2018760

Date: Aug 20, 2018

Sold to:

Extraction Oil & Gas, Inc.
 Jesse Silva
 Attention: Accounts Payable
 370 17th Street #5300
 Denver, CO 80202

In reference to:

Location: Stromberger/RBF #5
 AFE: 16-264
 Darrel Bothwell
 Colter Job #3325

Description	Amount		
Production Testing Services - August 1 - August 19	65,233.27		
Please remit payment to: Colter Energy Services USA Inc. Dept 3330, PO Box 123330 Dallas, Texas USA 75312-3330 If you have any questions concerning this invoice, please contact Accounts Receivable Via email at ar@colterenergy.ca or toll-free 1-877-926-5837	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Total Amount</td> <td style="text-align: right;">65,233.27</td> </tr> </table>	Total Amount	65,233.27
Total Amount	65,233.27		

EXHIBIT C

(MSA)

MASTER SERVICE AGREEMENT

This Agreement ("*Agreement*") is between Extraction Oil & Gas, Inc. ("*Company*"), and Colter Energy Services USA Inc. ("*Contractor*").

THE PARTIES HERETO AGREE THAT THIS MASTER SERVICE AGREEMENT SHALL CONTROL AND DICTATE EACH AND EVERY INDIVIDUAL DEALING BETWEEN THE PARTIES HERETO, AND MAY NOT BE MODIFIED BY ANY OTHER CONTRACT LANGUAGE CONTAINED IN ANY OTHER AGREEMENT, WORK ORDER, PURCHASE ORDER, FIELD TICKET, OR SUBSTANTIALLY SIMILAR DOCUMENTATION.

THIS AGREEMENT SHALL CONTINUE (SUBJECT TO THE TERMINATION PROVISION CONTAINED IN ARTICLE 15) AND BE RENEWED EACH AND EVERY TIME WORK, SERVICE, OR PRODUCTS OR MATERIAL ARE DEMANDED BY COMPANY, WHETHER REQUESTED VIA A FORMAL WORK ORDER, FAX, E-MAIL, POSTAL DELIVERY, TELEPHONE, OR VERBALLY.

Company has designated Contractor as a provider of certain services as more fully described in Exhibit A attached hereto. From time to time Company may request Contractor to perform Work (as hereinafter defined), and Contractor may agree to perform such Work. Contractor and Company accordingly agree in advance on certain terms and conditions which shall apply to all Work with the understanding that further oral or written requests or agreements will be required with respect to certain details such as the specific Work to be done and the consideration to be paid therefor ("*Work Order*"). All Work performed by Contractor shall be subject to the terms of this Agreement. Accordingly, in consideration of the mutual covenants contained in this Agreement and other consideration received, Contractor and Company hereby agree that if at any time during the term of this Agreement Contractor enters into a Work Order with Company, this Agreement shall automatically become a part of and incorporated into each such Work Order (whether or not such Work Order refers to this Agreement) and all references in this writing to this Agreement incorporate and include the Work Order. As used in this Agreement, the term "*Work*" shall include any goods or services to be supplied or performed by Contractor pursuant to the terms of any Work Order. The term "*including*" shall mean including but not limited to.

1. INDEPENDENT CONTRACTOR.

- a. Contractor is an independent contractor with the sole authority and right to direct, supervise and control the performance of all the details of the Work, subject only to the general right of approval and inspection by Company to achieve the desired results and satisfactory completion of the Work.
- b. In all cases where Contractor's employees (defined to include Contractor's direct, borrowed, special or statutory employees) are covered by applicable Worker's Compensation Statute(s), Company and Contractor acknowledge and agree that all Work and operations performed by Contractor and its employees pursuant to this Agreement are an integral part of and are essential to the ability of Company to generate Company's goods, products or services. Without limiting the foregoing, Company and Contractor agree that Company is and shall be deemed a statutory employer of Contractor's employees for purposes of said Worker's Compensation Statute(s), as the same may be amended from time to time.

2. STANDARD OF PERFORMANCE. Contractor covenants, represents and warrants that the Work is in Contractor's usual line of business, and Contractor is capable of performing and shall perform

TIER 2

the Work safely and efficiently with due diligence and care in the best and most workmanlike manner with qualified, careful and efficient workers, and first class goods and equipment in strict conformity with the best standard practices. Upon completion of the Work by Contractor, Company shall have the right to rely on the foregoing covenants, representations and warranties, including warranties as to MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES and any others implied or otherwise afforded by law. Contractor agrees that any portion of the Work found to be defective or unsuitable by Company shall be removed, replaced, or corrected by Contractor without additional cost or risk to Company, and Contractor agrees to indemnify Company in accordance with the provisions of Article 6 from and against any loss, damage or liability directly or indirectly resulting from any breach of the covenants, representations and warranties contained in this Article 2. Any breach of this provision shall be grounds for immediate termination of this Agreement by Company. Contractor shall perform all Work in such a manner as to cause minimum interference with the operations of Company and of other contractors on the premises, and shall take, and cause Contractor's and every subcontractor's employees, agents, licensees, and permittees to take all necessary precautions (including those required by Company's safety regulations) to protect the premises and all persons and property thereon from damage and injury. Upon completion of the Work, Contractor shall repair any damage to the premises from its operations and thoroughly clean and police the area involved.

3. **PAYMENT; PRICING.** As full consideration for Work performed by Contractor under each Work Order, Company shall pay Contractor as provided in such Work Order. Subject to Contractor's satisfaction of all obligations under this Agreement, payments that become due for Work performed by Contractor shall be paid 30 days from the date of Company's actual receipt of a proper invoice from Contractor with all necessary supporting information, subject to Company's right to withhold any portion of such payment for any portion of such invoice that Company in good faith disputes until such dispute is resolved. All invoices shall be submitted via OpenInvoice or mailed to: Oildex Accounts Payable, Attn: Extraction Oil & Gas, PO Box 210545, Dallas, TX 75211. Contractor acknowledges that Company is responsible to other parties for a full and prompt accounting of the costs and expenses incurred in connection with the properties it operates. Accordingly, invoices not sent within 90 days of completion of the Work shall be subject to a 15% discount by the Company. No payment of any invoice shall preclude or affect Company's right to protest or dispute any portion of any invoice, and upon notice of such protest, Contractor shall promptly furnish Company with more detailed evidence of the disputed charge or repay or withdraw and deduct such charge from the invoice. Contractor agrees that any sums due to Contractor by Company may be withheld and applied toward payment of any claims or liens against Contractor. Each Work Order shall, unless otherwise indicated in such Work Order, incorporate the price schedule and applicable price and payment discounts set forth in Exhibit A attached hereto.
4. **RECORDS.** Contractor shall and shall cause its subcontractors and vendors to: (i) provide all necessary supporting information verifying that no liens, attachments, encumbrances, claims, fees, fines, penalties, assessments, or any other liabilities exist with respect to its or its subcontractors' and/or vendors' performance of the Work, including claims for labor, materials, equipment, supplies, services, or for injuries to persons or property not adequately covered by insurance; (ii) allow no lien or charge to be fixed on any rig, lease, well, land, or other property of Company; (iii) maintain complete, accurate, current, and detailed records of all costs and documentation of equipment, materials, labor and any other items or aspects of Work performed hereunder for not less than two (2) years after final termination of this Agreement, provided however, if Company makes a written claim within such two (2) year period, then Contractor shall retain such records until final resolution of such claim; and (iv) grant to Company, its authorized representatives, and/or any public accounting firm selected by Company, the right, at any reasonable time, to inspect, audit, examine and copy any records or documents of Contractor, its subcontractors and/or vendors, as may be necessary to verify

TIER 2

the validity and correctness of the charges reflected on any invoice and to protest or dispute any such charge.

5. **COMPLIANCE WITH LAWS AND SAFETY AND ENVIRONMENTAL POLICIES.** Contractor makes those certifications set forth in Exhibit B attached hereto, and Contractor covenants, represents and warrants that the Work and all related activities carried out by Contractor (including Contractor's employees, subcontractors, vendors and any others who act for Contractor) shall be in strict compliance with all applicable laws, including statutes, regulations, rules, ordinances, orders and codes of governmental entities having jurisdiction, Company's policies as outlined in Exhibit B attached hereto and the provisions contained in the "Compliance Supplement" attached hereto as Exhibit C, all to the extent same are applicable while the Work is being done.

6. **INDEMNITY.**

- a. TO THE FULLEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW AND WHETHER ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY (EXPRESS OR IMPLIED), BREACH OF CONTRACT, STRICT LIABILITY, THE NEGLIGENCE OR FAULT OF ANY PERSON, PARTIES, OR ENTITIES, AND/OR ANY CAUSE WHATSOEVER, AND IRRESPECTIVE OF ANY PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT OR WHETHER ANY INDEMNITEE HEREBUNDER MAY BE ALLEGED OR PROVEN TO HAVE BEEN NEGLIGENT (WHETHER SUCH NEGLIGENCE BE ACTIVE, PASSIVE, SOLE, JOINT, CONCURRENT, COMPARATIVE, OR CONTRIBUTING) OR OTHERWISE LEGALLY LIABLE (WITH OR WITHOUT FAULT OR WHETHER STRICTLY LIABLE OR IN BREACH OF ANY WARRANTY): (i) CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY, ITS AFFILIATES, SUBSIDIARIES, JOINT VENTURERS, CO-OWNERS, CONTRACTORS, SUCCESSORS AND ASSIGNS AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND INSURERS (the "*Company Group*") AGAINST ANY LOSS, LIABILITY OR DAMAGE INCIDENT TO CLAIMS, DEMANDS OR CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHATSOEVER (collectively, for all purposes of this Article 6, "*Claims*") RELATED TO OR ARISING IN CONNECTION WITH BODILY INJURY, ILLNESS, DEATH, DAMAGE TO OR LOSS OF PROPERTY OF CONTRACTOR, CONTRACTOR'S EMPLOYEES, CONTRACTOR'S CONTRACTORS OR THEIR EMPLOYEES, AND CONTRACTOR'S INVITEES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF (OR THE FAILURE TO PERFORM UNDER) THIS AGREEMENT; AND (ii) COMPANY SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS CONTRACTOR, ITS AFFILIATES, SUBSIDIARIES, JOINT VENTURERS, CO-OWNERS, CONTRACTORS, SUCCESSORS AND ASSIGNS AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND INSURERS (the "*Contractor Group*") AGAINST ANY CLAIMS RELATED TO OR ARISING IN CONNECTION WITH BODILY INJURY, ILLNESS, DEATH, DAMAGE TO OR LOSS OF PROPERTY OF COMPANY, COMPANY'S EMPLOYEES, COMPANY'S CONTRACTORS OR THEIR EMPLOYEES, AND COMPANY'S INVITEES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF (OR THE FAILURE TO PERFORM UNDER) THIS AGREEMENT. THIS, AND ALL OTHER, INDEMNITY PROVISIONS CONTAINED HEREIN SHALL HAVE NO APPLICATION IN THE EVENT THAT THE EVENT GIVING RISE TO ANY CLAIM, DEMAND, CAUSE OF ACTION, OR LIABILITY ARISES FROM THE GROSS NEGLIGENCE OF THE INDEMNITEE.

TIER 2

- b. TO THE FULLEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW, CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY GROUP FROM AND AGAINST ANY CLAIM SUFFERED BY A THIRD PARTY, TO THE EXTENT AND PROPORTION SUCH CLAIM ARISES OUT OF OR RESULTS FROM THE NEGLIGENCE (WHETHER SUCH NEGLIGENCE BE ACTIVE, PASSIVE, SOLE, JOINT, CONCURRENT, COMPARATIVE, CONTRIBUTING OR GROSS), STRICT LIABILITY, WILLFUL OR WANTON MISCONDUCT, BREACH OF CONTRACT, AND/OR FAULT (IF ANY) OF ANY MEMBER OF THE CONTRACTOR GROUP, OR CONTRACTOR'S INVITEES.

SIMILARLY, TO THE FULLEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW, COMPANY SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CONTRACTOR GROUP FROM AND AGAINST ANY CLAIM SUFFERED BY A THIRD PARTY, TO THE EXTENT AND PROPORTION SUCH CLAIM ARISES OUT OF OR RESULTS FROM THE NEGLIGENCE (WHETHER SUCH NEGLIGENCE BE ACTIVE, PASSIVE, SOLE, JOINT, CONCURRENT, COMPARATIVE, CONTRIBUTING OR GROSS), STRICT LIABILITY, WILLFUL OR WANTON MISCONDUCT, BREACH OF CONTRACT, AND/OR FAULT (IF ANY) OF ANY MEMBER OF THE COMPANY GROUP, OR COMPANY'S INVITEES.

- c. In support of the mutual indemnity obligations in Article 6.a. above, Contractor agrees, at its own cost, to obtain and maintain, while this Agreement is in force and effect, the insurance policies and coverages set forth in Exhibit D attached hereto to this Agreement and to comply with the covenants and conditions set forth therein, and Company agrees to maintain insurance policies for equal amounts and coverages. The insurance policies and coverages obtained and maintained by Contractor pursuant to Exhibit D to this Agreement shall support but shall not be in lieu of the indemnity obligations in this Article 6.
- d. Each obligation set forth in this Article 6 shall include reasonable attorneys' fees, court costs, costs of investigation and other legal costs and expenses of any nature whatsoever associated with the loss, liability or damage against which the indemnitee has been indemnified, and any and all costs and expenses incurred in the enforcement of the indemnity.
- e. If it is judicially determined under applicable law that a release, defense, indemnity or hold harmless provision is void or unenforceable, Contractor's obligation to release, defend, indemnify and hold Company Group harmless shall apply (i) except to the extent of the sole negligence of a member of Company Group or (ii) to the maximum degree permitted by law, whichever of (i) or (ii) provides the most protection to Company Group.
7. **INSURANCE.** Without modifying the indemnity obligations or liabilities of Contractor or its insurer(s) under this Agreement, Contractor shall, at Contractor's cost, obtain and maintain with an insurance company or companies, and comply with and satisfy all covenants and conditions provided for in the applicable policies, the insurance coverage described in Exhibit D. Contractor shall, prior to performance of any Work hereunder, and annually thereafter on the anniversary date of this Agreement, and at each renewal or change in coverage or companies, furnish to Company current valid certificates of insurance, or other such evidence of insurance as Company may reasonably request, showing that the required insurance is in full force and effect. Any deductibles under any of Contractor's insurance policies shall be the responsibility of Contractor. Contractor hereby agrees to protect, defend, indemnify and hold harmless Company from and against any loss, liability or damage (including reasonable attorneys' fees and other expenses) directly or indirectly resulting from any

TIER 2

breach of the representations, warranties and covenants in this Article 7 by it or any of its affiliates performing Work hereunder.

TO THE EXTENT OF THE RISKS AND LIABILITIES ASSUMED UNDER THIS AGREEMENT, ALL INSURANCE POLICIES OF EITHER PARTY SHALL BE ENDORSED TO:

- a. Waive all rights of subrogation (whether by loan receipts, equitable assignment, or otherwise) against the other party's group (as defined in Article 6 above);
 - b. Be primary and non-contributory to any insurance of the other party group; and
 - c. Name the other party group as an additional insured (except for workers' compensation, OEE/COW, or professional liability policies) with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing operations," (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent.
8. **PATENTS/TRADE SECRETS/PROPRIETARY DATA.** In addition to all other indemnity provisions contained herein, Contractor shall protect, defend, indemnify, and hold harmless Company, its affiliates, subsidiaries, joint venturers and its and their directors, officers, employees, agents and insurers against any loss, liability or damage (including payment of costs described in Article 6(d)) arising in connection with any actual or alleged patent, copyright or trademark infringement, or any wrongful appropriation of trade secrets or proprietary rights or data, or any misuse of Company materials arising out of or resulting from the performance of Contractor (including Contractor's employees, subcontractors, vendors and any others who act for Contractor) under this Agreement.
9. **GOVERNING LAW/CHOICE OF FORUM/CONSENT TO JURISDICTION.** This Agreement shall, to the fullest extent enforceable under applicable law, be interpreted and enforced exclusively in accordance with the laws of the State of Colorado, excluding any conflicts-of-law rules that might refer same to another jurisdiction. Contractor and Company agree that all disputes in any way arising out of or resulting from this Agreement shall be litigated, if at all, exclusively in the state and/or federal courts venued in the City and County of Denver, Colorado. Contractor and Company accordingly hereby submit to the jurisdiction and venue of such courts for all purposes of the State of Colorado.
10. **ASSIGNMENT.** Contractor shall not assign this Agreement, any rights or obligations hereunder or any sums of money which may accrue hereunder without the prior written consent of Company. If Contractor assigns all or any of its rights, duties or obligations without the prior written consent of Company, Company may, at its option, terminate this Agreement. Any assignment by Contractor without prior written consent shall be null and void. No assignment or subcontract shall relieve Contractor of its obligations hereunder, and Contractor covenants, represents and warrants that any assignee or subcontractor will assume and agree to perform all obligations hereunder, including the obligations set forth in Articles 6, 7, 9 and 10. Company shall have the right to assign its rights and obligations under this Agreement provided that Company gives Contractor notice thereof.
11. **SEVERABILITY.** If any provision, or portion thereof, of this Agreement, or the application thereof to any particular circumstance is held or deemed void or invalid, the remaining provisions and portions of this Agreement, and the application of the provision or portion to circumstances other than those as to which it has been held or deemed void or invalid, shall not be affected thereby.

TIER 2

12. **NO WAIVER.** Any failure of a party to enforce the requirements of any provision of this Agreement shall not constitute a waiver of those rights, nor shall such failure excuse a party from any of its obligations under this Agreement. No benefit or right accruing to a party under this Agreement shall be waived unless contained in a written waiver expressly referring to this Agreement and signed by an authorized representative of the party waiving such benefit or right of at least equal or greater authority as the authorized representative signing this Agreement. The waiver, in one instance, of any term or condition in this Agreement shall not constitute a continuing waiver or a waiver of any other condition or requirement, term or condition, unless specifically so stated.
13. **CONFIDENTIALITY.** All information obtained by Contractor in the contemplation of or in performance of Work under this Agreement, other than information which is within the public domain, shall be considered confidential and shall not be disclosed by Contractor except to duly authorized representatives of Company or as duly authorized in writing by an authorized representative of Company of at least equal or greater authority as the authorized representative signing this Agreement.
14. **ACCESS.** Only the authorized personnel of Contractor, Company or proper governmental agencies shall be permitted access to any premises where Work is being performed under this Agreement. Contractor shall take such action reasonable and necessary to prevent unauthorized persons from entering such premises including spouses and children of authorized personnel.
15. **TERM/TERMINATION.**
- a. The term of this Agreement shall continue in effect until sixty (60) days following delivery of written notice by either party to the other of termination of this Agreement. Upon termination of this Agreement, all rights and obligations that are still executory on both sides shall be discharged, but all rights and obligations based on prior breach or performance and all rights and obligations which are continuing in nature including all rights and obligations in connection with the information, records and audit provisions of Article 4, the indemnity provisions of Article 6, and the confidentiality provisions of Article 13 shall survive until the latter of (i) two (2) years from the date of termination of this Agreement or (ii) such time as all rights and obligations of Company arising in connection with the Work cease with respect to such provision.
 - b. Company may, at any time, in its absolute discretion, by written notice to Contractor, terminate, abandon or suspend any Work Order; provided, however, that Contractor shall retain or be paid by Company that portion of the total payment (if applicable) which is reasonable and in proportion to the Work already performed by Contractor. Upon receipt of such notice, Contractor shall take all action necessary to safely suspend the Work and shall then turn over the Work and premises, as well as any and all drawings, plans, specifications, reports and any other data and documents related to the Work and any equipment, materials, and any other items obtained for or invoiced to Company, to Company and/or its designee. Contractor shall further cooperate with Company and/or its designee to ensure an orderly and expeditious transition and completion of the Work. Contractor shall not be entitled to be paid prospectively for unperformed Work due to such termination, abandonment or suspension nor to any other compensation, damages or loss of anticipated profits or otherwise. Notwithstanding the foregoing, upon Contractor's failure to commence and complete the Work in accordance with the terms and conditions of any applicable Work Order or otherwise comply with the provisions hereof, Company shall have the right, in its absolute discretion, to terminate such Work Order and following such termination Company shall be relieved of any obligations with respect to such Work Order.

TYER 2

16. **TAXES.** Contractor agrees to pay all taxes, licenses and fees levied or assessed against Contractor in connection with, or incident to, Contractor's performance of this Agreement by any governmental agency for (i) income taxes, (ii) sales taxes, (iii) unemployment compensation insurance, old age benefits, social security, or (iv) any other taxes upon the amounts paid Contractor, its agents, employees, and representatives. Contractor agrees to require the same agreements from, and to be liable for, any breach of such agreements by any of its subcontractors. Contractor agrees to reimburse Company on demand for all such taxes or governmental charges, local, state or federal, (including interest and penalties) which Company may be required or deems it necessary to pay for the account of Contractor, Contractor's agents, employees, representatives or subcontractors. In such event, Contractor agrees to furnish Company with all information required to enable Company to make the necessary reports and to pay such taxes or charges. At its election, Company is authorized to deduct all sums so paid for such taxes and governmental charges from any amounts payable to Contractor hereunder.

17. **NOTICES.** All notices shall be sent to each party at the address hereinbelow, which address may be changed, from time to time, by either party giving written notice to the other.

Company - Extraction Oil & Gas, Inc.
370 17th Street, Suite 5300
Denver, CO 80202

Contractor - Cofco Energy Services USA Inc.
Address - Box 868 Okotoks, AB
T1S1A8

18. **AMENDMENTS/CONFLICTS.** No amendment or other modification of this Agreement shall have any effect unless contained in a written amendment expressly referring to this Agreement and signed by authorized representatives of the parties hereto with at least equal or greater authority as that of the authorized representative signing this Agreement. Any terms or conditions of any Work Order, including any related written contracts, delivery tickets or other documents, inconsistent with the terms and conditions of this Agreement shall be null and void, notwithstanding any provision therein, and the terms and conditions of this Agreement shall prevail.

19. **EXHIBITS/ENTIRE AGREEMENT.** All exhibits referred to within and attached to this Agreement are hereby incorporated as though set forth in full where referred to. With respect to the subject matter hereof, this Agreement (including all exhibits and the contemplated Work Order) constitutes the entire agreement between Contractor and Company and supersedes all prior oral and written negotiations, drafts, representations, promises, inducements, understandings and agreements.

20. **HEADINGS/PRESUMPTION.** The underlined headings of the respective paragraphs hereof are inserted for identification and convenience only and are not to be construed as defining, restricting, limiting or extending the meaning, purpose, or effect of any of the provisions of such paragraphs. The language of this Agreement shall not be interpreted, construed or enforced in favor of or against either Company or Contractor, but shall be interpreted, construed and enforced as if the language were mutually drafted by both parties.

21. **LIMITATION OF DAMAGES/LEGAL COSTS.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT AND LOSS OF USE. If the parties litigate any dispute in any way arising out of or resulting from this Agreement, the prevailing party will receive,

TIER 2

in addition to such party's other legal rights, remedies and/or obligations as provided by law under this Agreement, its reasonable attorney's fees, court costs, costs of investigation, other legal costs and expenses of any nature whatsoever associated with such dispute, and interest (both pre- and post-judgment) at the highest rate permitted by law.

22. **NO ELECTION OF REMEDIES.** The exercise of any rights under this Agreement by either Company or Contractor shall not be deemed to be an election of remedies but shall be in addition to such party's other legal rights, remedies and/or obligations as provided by law under this Agreement.
23. **CURRENCY.** As used in this Agreement, "*Dollars*" and "\$" shall mean the lawful currency of the United States of America.
24. **USE OF AFFILIATES.** Company and Contractor agree that one or more of Company's affiliates may from time to time request Work hereunder. In such event, such affiliate shall be deemed to be Company with respect to such Work and shall assume the rights and obligations of Company hereunder with respect thereto. As used in this Agreement the term "affiliate" with respect to any person shall mean any other person directly or indirectly controlling, controlled by or under common control with such person whether through ownership, by contract or otherwise, where "control" means the power to direct the management or policies of a person, provided that any person with direct or indirect ownership of 50% or more of the voting power for the election of directors or other governing body of a legal entity or 50% or more of the economic interest of any other person will be deemed to be control such legal entity or other person.
25. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and with respect to any Work performed hereunder.
26. **FORCE MAJEURE.** If any party is delayed or rendered unable, wholly or in part, by Force Majeure to perform its obligations under this Agreement, other than to make payment of money due hereunder, it is agreed that such party shall give written notice (including all relevant particulars of) of such event of Force Majeure to the other party as soon as reasonably possible and upon giving of such notice such failure to perform, but only to the extent that such failure is caused by or resulting from such event of Force Majeure, shall not constitute a default or breach or give rise to any claim for damages hereunder; provided, however, that the performance required hereunder by such party suffering such event of Force Majeure shall be resumed with all dispatch as soon as the event of Force Majeure delaying or preventing performance has been removed. The party suffering such event of Force Majeure shall use its commercially reasonable efforts to remedy the same as soon as possible. The term "*Force Majeure*," as used in this Agreement, shall mean any events or occurrences that are not within the reasonable control of the party claiming suspension and which, by the exercise of due diligence, such party could not have prevented or is unable to overcome; provided, however, that neither economic hardship nor improper maintenance shall constitute Force Majeure.


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TIER 2

Effective as of the 7th day of July, 2017 (the "Effective Date").

Company

Extraction Oil & Gas, Inc.

By: 
Name: Justin Carlisle

Title: ELSR MANAGER.

Address: 370 17th Street, Suite 5300
Denver, CO 80202

Contractor:

Colter Energy Services USA Inc.

By: 
Name: Jason Brooks

Title: General Manager

Address: 201-30 Crystalridge Drive
Okotoks, AB T1S 2C3
Box 800 T1S 1A9

Contractor's Tax ID No.: 271299186

Contractor's Phone No.: 403-905-9886

TIER 2

WORK ORDER

This Work Order is attached to and made a part of a MASTER SERVICE AGREEMENT ("*Agreement*") dated _____, 2017, between Extraction Oil & Gas, Inc. ("*Company*") and _____ ("*Contractor*").

TYPE OF WORK/ JOB: _____

WELL NAME: _____

LOCATION: _____

JOB DESCRIPTION: _____

ESTIMATED DATE AND TIME TO COMMENCE: _____

ESTIMATED DURATION OF JOB: _____

ESTIMATED TOTAL COST: _____

The Work under this Work Order shall be performed in accordance with the terms of the Agreement and, to the extent that such Work is requested by an affiliate of Company, such affiliate shall be deemed to be Company with respect to such Work and shall assume the rights and obligations of Company hereunder with respect thereto.

Company:

Extraction Oil & Gas, Inc.

Contractor:

Colter Energy Services USA Inc.

By: _____

By: 

Name: _____

Name: Jason Brooks

Title: _____

Title: General Manager

Date of Issue: _____

Date of Issue: June 28, 2017

Contractor Tax I.D. No.: 271299188

Contact Person: Samantha Woodland

Phone Number: 403-995-9886

EXHIBIT A

This Exhibit A is attached to and made a part of that certain a MASTER SERVICE AGREEMENT ("Agreement") dated June 26, 2017, between Extraction Oil & Gas, Inc. ("*Company*") and Colter Energy Services USA Inc. ("*Contractor*").

SERVICES

[Insert Description.]

PRICING

Unless otherwise indicated in a Work Order signed by each of Company and Contractor, the pricing applicable to each Work Order is only good for this Work Order and shall be as set forth in the Price List attached hereto as modified and initialed (the "*Price List*") and shall be subject to any price discounts listed below.

End of Exhibit A

EXHIBIT B

This Exhibit B is attached to and made a part of that certain MASTER SERVICE AGREEMENT ("Agreement") dated June 26, 2017, between Extraction Oil & Gas, Inc. ("*Company*") and Colter Energy Services USA Inc. ("*Contractor*").

SAFETY, HEALTH AND ENVIRONMENTAL PROTECTION POLICY

Company is committed to safety, health and environmental protection for its employees, customers, local communities and others who may be affected by its varied operations.

The Contractor certifies that it will:

- To the fullest extent practicable conduct its operations in a manner that protects the safety and health of its and Company's employees and the public, avoids adverse impact on the environment and mitigates unavoidable impact of its operations on the environment.
- Advise and train its supervisors in safety, health and environmental requirements and hold each accountable for compliance as it relates to his/her area of responsibility.
- Provide its employees with adequate training and education in safety and environmental matters and hold each employee accountable for compliance in performing his/her assigned tasks.
- Comply with all applicable safety, health and environmental laws and regulations.
- Provide technical and legal support to those responsible for compliance.
- Encourage timely and effective communication between employees and their supervisors regarding safety, health and environmental issues.
- Encourage its employees to communicate their concerns to management about any unresolved safety, health and environmental risks they might have identified.
- Conduct safety and environmental reviews of Contractor's operations in order to evaluate its compliance with all applicable safety, health and environmental laws and regulations.
- Provide a copy of this certification to the Contractor's sub-contractors and notify them that they and their subcontractors will be expected to perform all work for the Company in accordance with this certification.

DRUG/ALCOHOL POLICY

The Company has in place a DRUG/ALCOHOL POLICY, and in connection therewith, Contractor certifies as follows:

- Contractor will inform its employees who perform services under any MASTER SERVICE AGREEMENT with the Company of the Company's objective to maintain a safe work environment and that the Company has a policy forbidding the use or possession of prohibited

ITEM 2

drugs, or having traceable amounts of prohibited drugs in the employees' system or being under the influence of alcohol while on Company's premises.

- * Contractor has in force a drug policy which requires periodic tests of employees for prohibited drugs and grants Company the right to audit enforcement of such policy.
- * Contractor will not allow any employee of Contractor to perform services for the Company under any MASTER SERVICE AGREEMENT if such employee has violated the Contractor's prohibited drug policy.
- * If Contractor's employees are working on Company's facilities, which are regulated by the Department of Transportation regulations governing the prohibition of drugs (49 CFR Part 195 [pipelines]), (49 CFR 391 [motor carriers]), that the Contractor and such employees are currently in compliance with said Department of Transportation regulations.
- * Contractor will require each of its subcontractors who work on Company premises to certify to the foregoing.

GIFTS

- * The Company does not seek to do business through the improper use of business courtesies or other inducements. Business relationships should be built on quality products and services at competitive prices.
- * Offering, giving, soliciting, or receiving any form of bribe is strictly prohibited. The acceptance of cash (or cash equivalent) is never permitted.
- * Gifts or entertainment may be given or received if they:
 - are nominal in value (\$100.00 per annum maximum) and would not be viewed as a bribe or payoff;
 - are legal and ethical;
 - would not prove to be embarrassing if publicly known; and
 - are acceptable practices under the circumstances.
- * Acceptance of free lodging for vacation travel and recreational trips (hunting, fishing, golf, etc.) can be an acceptable business practice subject to all of the conditions listed above and provided that:
 - prior approval of an employee's supervisor and an accountable Company officer is received;
 - the acceptance will not impose any obligation (monetary or otherwise) on the employee or the Company; and

the business purpose is considered normal and prudent within the industry and is a practice used by the Company to maintain or develop business relationships with others.

TIER 2

FIREARMS

Firearms or weapons, except those in possession of federal, state and local law enforcement officials, will not be allowed on property owned or leased by the Company. This policy also is in effect in any vehicles leased, owned or rented by the Company. With approval of the Company security director, security guards may be allowed to carry firearms.

End of Exhibit B

EXHIBIT C

COMPLIANCE SUPPLEMENT

This Exhibit C is attached to and made a part of that certain MASTER SERVICE AGREEMENT ("*Agreement*") dated June 26 2017, between Extraction Oil & Gas, Inc. ("*Company*") and Colter Energy Services USA Inc. ("*Contractor*").

Contractor will further comply with the following:

NON-DISCRIMINATION AND CERTIFICATION OF NON-SEGREGATED FACILITIES

1. **THE EQUAL OPPORTUNITY CLAUSE (if this contract exceeds or will exceed \$10,000).**
During the performance of this contract, Contractor agrees to be bound by the following provisions as contained in Section 202 of Executive Order No. 11246, as amended, to wit:
 - 1.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - 1.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - 1.3 Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor understanding a notice to be provided by the agency contracting officer advising the labor union or worker's representatives of Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 1.4 Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - 1.5 Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - 1.6 In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized by Executive Order No. 11246

TIER 2

of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or otherwise provided by law.

1.7 Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. CERTIFICATION OF NONSEGREGATED FACILITIES (if this contract exceeds or will exceed \$10,000)

Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "*segregated facilities*" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of such subcontractors exceeding \$10,000 which are not exempt from the provisions of Equal Opportunity Clause; that he will retain such certifications in his files; and that he will forward notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**. A Certification of Nonsegregated Facilities as required by the May 21, 1968 order on Elimination of Segregated Facilities, by the Secretary of Labor (33 Fed. Reg. 7804, May 28, 1968), must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

(NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.)

3. EMPLOYER INFORMATION REPORT EEO-1

Contractor further agrees and certifies that if the value of any contract or purchase order is \$50,000 or more and Contractor has 50 or more employees Contractor will file a complete and accurate report on Standard Form 100 (EEO-1) with the Joint Reporting Committee at the appropriate address per the current instructions within thirty (30) days of the contract award and otherwise comply with and file such other compliance reports as may be required under Executive Order No. 11246, as amended, and Rules and Regulations adopted thereunder.

TABLE 2

4. **WRITTEN AFFIRMATIVE ACTION PROGRAM**

Contractor further agrees and certifies that if the value of any contract or purchase order is \$50,000 or more and Contractor has 50 or more employees Contractor will develop a written affirmative action compliance program for each of its establishments as required by Title 41, Code of Federal Regulations, Section 60-1.40 and Section 60.2.

5. **VETERANS EMPLOYMENT CLAUSE (if this contract is for \$10,000 or more)**

Contractor agrees to abide by and comply with the provisions of the Affirmative Action Clause, Section 60-250.4 of 41 C.F.R. unless exempted as therein provided and which provisions are incorporated herein by reference to the same extent as though set forth herein in full.

6. **EXECUTIVE ORDER NO. 11758 EMPLOYMENT OF HANDICAPPED**

Contractor agrees that it will abide by and comply with the provisions of the Affirmative Action Clause, Section 60-741.4 of 41 C.F.R. (41 Fed. Reg. 16150, April 16, 1976), Affirmative Action for Handicapped Workers, which provisions are incorporated herein by reference to the same extent as though set forth herein in full.

7. **EXECUTIVE ORDER NO. 11625 MINORITY BUSINESS ENTERPRISE**

Contractor agrees that it will abide by and comply with the provisions of the minority business enterprise requirements of Executive Order 11625, which provisions are incorporated herein by reference to the same extent as though set forth herein in full.

8. **Contractor further agrees to comply with all applicable provisions of the Fair Labor Standards Act, the Occupational Health and Safety Act, and the Immigration Reform and Control Act of 1986.**

End of Exhibit C

TYPE 2

EXHIBIT D

CONTRACTOR INSURANCE REQUIREMENTS

This Exhibit D is attached to and made a part of that certain MASTER SERVICE AGREEMENT ("Agreement") dated June 26, 2017, between Extraction Oil & Gas, Inc. ("Company") and Coletor Energy Services USA Inc. ("Contractor").

Without modifying the indemnity obligations and liabilities of Contractor, or its insurers, Contractor shall at all times during the term of this Agreement further comply with the following:

1. Contractor shall carry insurance of the types and in the minimum amounts as set forth below provided that all insurance obtained shall (a) be of an "occurrence" type policy and not a "claims made" type; (b) contain endorsements requiring thirty (30) days' notice to Company prior to any cancellation or material modification by any insurer or underwriter of any such policy or policies; (c) name Company Group (as defined in the Agreement) AS ADDITIONAL INSURED TO THE EXTENT OF CONTRACTOR'S LIABILITIES AND INDEMNITIES UNDER THE AGREEMENT, WHICH INCLUDES INDEMNITIES WITHOUT REGARD TO CAUSE OR CAUSES THEREOF INCLUDING WITHOUT LIMITATION NEGLIGENCE AS PROVIDED IN ARTICLE 6 OF THE AGREEMENT, except as to the Workers Compensation Insurance as set forth below; (d) be primary to and without contribution from any insurance policies or self-insurance maintained by Company; (e) WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE PARTIES NAMED IN (c) ABOVE; and (f) be without recourse against such parties for payment of premium. Contractor, on behalf of itself and its employees, agents, officers, directors, servants, subcontractors and related entities, expressly acknowledges the hazardous nature of working around and in oil and gas operations, and further assumes all risk inherent in working in such environment.
2. Contractor agrees to protect its employees, agents, officers, directors, servants and subcontractors and subcontractor's employees by carrying statutory Workers' Compensation Insurance with other states coverage clause and such policies shall be endorsed to name Company Group as an Alternate Employer Endorsement in compliance with the applicable workers' compensation or similar laws, as amended from time to time, applicable for the state or states where the work contemplated hereby is to be performed, and Employer's Liability Insurance with a limit of not less than:

Bodily Injury by accident: \$1,000,000 each accident
 Bodily Injury by disease: \$1,000,000 policy limit
 Bodily Injury by disease: \$1,000,000 each employee

If any work or services to be performed hereunder is on, over, incidental to, or otherwise pertains to state, federal or international waters, coverage will be endorsed to provide (i) protection for liabilities under the United States Longshoreman's' and Harbor (USL&H) Workers' Compensation Act and the Jones Act (including Outer Continental Shelf Lands Act) and Maritime Liability (including transportation wages, maintenance and cure), (ii) that a claim In Rem shall be treated as a claim In Personam against the employer, and (iii) the following Borrowed Servant endorsement:

It is agreed that a claim against Company, its parent, subsidiaries and affiliated companies, and their owners, co-owners, and joint venturers, if any, and their respective Underwriters by an employee of the Contractor based on the doctrine of "Borrowed Servant" shall as respects this insurance be treated as a claim arising under this policy

TIER 2

against the Contractor hereunder; and Company additional insureds and their respective Underwriters, shall receive benefit of this insurance with respect to such claim.

3. Contractor further agrees to carry Commercial General Liability Insurance including Products and Completed Operations, Broad Form Property Damage, Blanket Contractual Liability Coverage insuring all contractual liability assumed by Contractor under this Agreement, including Action Over Indemnification for insured's own employees, **TO INSURE THE INDEMNITY AND LIABILITY PROVISIONS OF THIS AGREEMENT**, underground resources and equipment coverage, blowout and cratering coverage, saline substances contamination coverage, and seepage and pollution coverage. Coverages will be purchased with combined single limits of liability of not less than:

General Aggregate: \$2,000,000
Each Occurrence: \$1,000,000
Personal Injury: \$1,000,000
Products/Completed Operations: \$1,000,000
Fire Damage: \$50,000
Medical Payments: \$5,000 each person

If applicable, such insurance shall also include an In Rem endorsement, deletion of watercraft (for vessels not covered by Protection and Indemnity Insurance) exclusions, and deletion of any language limiting coverage to liability "as owner."

4. Contractor agrees to carry Business Automobile Liability Insurance for owned, hired and non-owned vehicles, including trailers and attached or related equipment, with minimum limits of One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage as to each accident or occurrence, including MCS-90 endorsement if applicable. Coverage will include contractual liability. Contractor will be responsible for physical damage to any vehicles and related equipment and can insure this exposure but with a waiver of subrogation in favor of Company.
5. Contractor further agrees to carry Excess (Umbrella) Liability Insurance providing coverage of Five Million Dollars (\$5,000,000) in excess of that provided in policies described above.
6. Contractor further agrees to carry First Party/Physical Damage Insurance covering loss of or damage to Contractor's equipment and machinery including but not limited to drilling rigs, used in the performance of work set forth in this Contract, including loss or damage during loading, unloading, and while in transit. Such coverage shall be on an all-risk basis to the full value of the equipment with any and all deductibles to be assumed by, for the account of, and at Contractor's sole risk.
7. If Contractor elects to self-insure for any of the above liabilities, it may self-insure only if it shall first qualify as a self-insurer under applicable state and/or federal laws and regulations and obtain Company consent to such as to any one or more of the risks as to which coverage is required herein; evidence of such consent must be in writing and approved by authorized officer of the Company.
8. In the event professional services are provided by Contractor, Professional Errors and Omissions insurance will be carried for a minimum limit of \$1,000,000 per loss.
9. If applicable to any Work, Contractor will carry Aircraft insurance covering all owned or chartered aircraft utilized in operations hereunder with limits of at least \$10,000,000 per occurrence, including Passenger Liability.

TERM 2

10. If applicable to any Work, Contractor will provide cargo insurance covering all property transported, handled, loaded, or unloaded by Contractor with limits of the value of the property or as otherwise provided by applicable law or governmental authority.

End of Exhibit D

EXHIBIT D

(Proposed Order)

**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)
Reorganized Debtors.	)	(Jointly Administered)
	)	Re: Docket No. ___

**ORDER GRANTING REORGANIZED DEBTORS’ OBJECTION TO PROOF OF
CLAIM NO. 1441 FILED BY COLTER ENERGY SERVICES USA, INC.**

This matter having come before this Court on *Reorganized Debtors’ Objection to Proof of Claim No. 1441 Filed By Colter Energy Services USA, Inc.* (the “Objection”); this Court having reviewed the Objection; this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference, dated February 29, 2012; this Court having found this is a core proceeding under 28 U.S.C. § 157(b)(2); this Court having found it may enter a final order consistent with Article III of the United States Constitution; this Court having found that venue of this proceeding and the Objection in this district is proper under 28 U.S.C. §§ 1408 and 1409; this Court having found that the Reorganized Debtors’ notice of the Objection and opportunity for a hearing on the Objection were appropriate under the circumstances and no other notice need be provided; this Court having reviewed the Objection and all other related materials, and having heard any argument in support or in opposition to the relief requested therein at a hearing before this Court; this Court having determined that the legal and factual bases set forth in

¹ The Reorganized Debtors in these chapter 11 cases, along with the last four digits of each Reorganized 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 Reorganized Debtors’ principal place of business is 370 17th Street, Suite 5200, Denver, Colorado 80202.

the Objection and at the hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Reorganized Debtors' Objection is SUSTAINED.
2. Proof of Claim No. 1441 filed by Colter Energy Services USA, Inc. is disallowed and expunged for all purposes.
3. The Court-appointed claims agent is authorized to, and shall, reflect the disallowance and expungement of the aforesaid Proof of Claim No. 1441 on the Official Claims Register.
4. This Court shall retain jurisdiction with respect to all matters arising from or relating to the implementation of this Order.