Docket #0229 Date Filed: 07/10/2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
EXTRACTION OIL & GAS, INC., *et al.*,[1]	Case No. 20-11548 (CSS)
Debtors.	(Jointly Administered)

ENSIGN UNITED STATES DRILLING, INC.'S
NOTICE OF FILING AND CONTINUED PERFECTION OF LIEN
PURSUANT TO 11 U.S.C. §§ 362(b)(3) and 546(b)(2)

Ensign United States Drilling, Inc. ("Ensign"), through its undersigned counsel, gives notice pursuant to 11 U.S.C. §§ 362(b)(3) and 546(b)(2) of Ensign's right and intention to file and perfect an interest in certain real property owned or operated by Extraction Oil & Gas Holdings, Inc., ("Extraction"), located in Adams County, Boulder County, Broomfield County, and Weld County, State of Colorado, as described below, and as derived from or arising in connection with furnishing labor, machinery, tools or materials to be used in construction, alteration, improvement, addition to, or repair upon such real property and improvements as follows:

1. On June 14, 2020 (the "Petition Date"), Extraction and nine affiliated and related entities (collectively, the "Debtors"), commenced cases under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware.

2. Prior to the Petition Date, Ensign performed labor and/or furnished supplies and materials to Extraction at property owned by or operated by Extraction as described on **Exhibit**

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

2011548200710000000000002

A-1 through A-11 (the "Extraction Property").

3. Ensign has a claim against Extraction in an amount exceeding $2,142,981.50, plus additional interest, expenses, charges and legal costs, as allowed by law, and Ensign asserts rights in the Extraction Property pursuant to Colo. Rev. Stat. §§ 38-24-101, *et seq*.

4. Pursuant to 11 U.S.C. §546(b)(2), Ensign hereby serves notice of perfection of an interest in the Extraction Property and in lieu of seizure of the Extraction Property or other action in the event that applicable law requires Ensign to seize Extraction's rents, issues, profits and revenues, to commence an action, or take other steps to perfect its security interest in or lien upon said property, rents, issues, profits and revenues.

Dated: July 10, 2020

Respectfully submitted,

MORRIS JAMES LLP

/s/ *Carl N. Kunz, III*
Carl N. Kunz, III (DE Bar No. 3201)
500 Delaware Avenue, Suite 1500
Wilmington, DE 19801-1494
Ph: (302) 888-6811
ckunz@morrisjames.com

and

ONSAGER | FLETCHER | JOHNSON LLC

/s/ J. Brian Fletcher
J. Brian Fletcher, #28629
600 17th Street, Suite 425N
Denver, Colorado 80202
Ph: (720) 457-7060
jbfletcher@OFJlaw.com

Counsel for Ensign United States Drilling, Inc.

EXHIBIT A-1

STATEMENT OF LIEN

In accordance with Title 38, Article 24 *et seq.* of the Colorado Revised Statutes, **Ensign United States Drilling Inc.**, makes the following Statement of Lien.

First, the name of the owner or reputed owner of such property that is to be charged with the lien is believed to be:

OWNER: 8 North, LLC
370 17th Street, Suite 5300
Denver, CO 80202

Second, the name of the person who furnished the supplies and materials for which said lien is claimed is:

Ensign United States Drilling Inc.
400 5th Ave. S.W., Suite 1000
Calgary, Alberta T2P 0L6
CANADA

That the name of the operator is:

8 North, LLC
370 17th Street, Suite 5300
Denver, CO 80202

Third, the property to be charged with said lien is 8 North, LLC's interest in any all property, real or personal, including without limitation the property described as follows::

Location	API No.	Field	Facility Type
SESW 27 11N61W 6 PM	05-123-29926	GROVER - #33380	Well
SENE 27 11N61W 6 PM	05-123-30970	GROVER - #33380	Well
NWNW 27 11N61W 6 PM	05-123-30033	GROVER - #33380	Well
Weld 123 SWNE 2 11N 61W 6	05-123-32616	Fury 27925	Well

Furthermore, **Ensign United States Drilling Inc.** asserts, by virtue of a contract, express or implied, with the owner or lessee of any interest in real estate or with the trustee, agent or receiver of any such owner, part owner or lessee, or by virtue of labor, material, machinery, fuel, explosives, or supplies furnished or performed by lien claimant to a contractor or subcontractor, that its lien applies to secure the payment thereof upon the properties described in Title 38, Article 24, *et seq.,* C.R.S., including the machinery, materials, and supplies so furnished, and upon any well in which such machinery, materials, and supplies have been placed and used and upon all other wells, buildings, and appurtenances, and the interest,

leasehold or otherwise, of such owner, part owner or lessee in the lot or land upon which said improvements are located, or to which they may be removed, to the extent of the right, title, and interest of the owner, part owner, or lessee, at the time the work was commenced or machinery, materials, and supplies were begun to be furnished by **Ensign United States Drilling Inc.**, or by the contractor under the original contract; and such lien shall extend to any subsequently acquired interest of any such owner, part owner, or lessee; and such lien claim shall cover all other property and interests as allowed by law.

Fourth, this lien claim is made pursuant to the provisions of Colo. Rev. Stat. § 38-24-101 *et seq.*, as amended, to secure the payment of **$5,126.69**, plus interest, costs, expenses, and attorney's fees, as allowed by law, for labor performed and/or material and supplies furnished by **Ensign United States Drilling Inc.**, which indebtedness accrued to **Ensign United States Drilling Inc.**, as a result of labor performed and/or supplies and materials furnished to **8 North, LLC**. The above amount is the amount due and unpaid after allowing all known just and lawful offsets, payments and credits. The statement attached hereto as **Exhibit A** and made a part hereof for all purposes is a just, true, and correct statement of the amount due for the services rendered, materials and equipment furnished, and the charges therefor.

Fifth, that the date first labor and/or material and supplies were provided was **March 29, 2020**, and the date last labor and/or materials and supplies were provided was **June 9, 2020**.

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT

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AFFIDAVIT

The undersigned, being of lawful age and first duly sworn upon oath, states and verifies that I am the _____ for Lien Claimant; that I have read this Statement of Lien Claim and the attached Exhibit A and know the contents thereof; that the same is true and correct, to the best of my knowledge, information and belief; that I am authorized to make the above Lien Statement; and that the amount claimed therein is justly due and owing.

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Subscribed and sworn to before me on July 9th, 2020, by SPENCER THERIAULT as VICE PRESIDENT of Ensign United States Drilling Inc.

WITNESS my hand and official seal.

DANIEL SCHANDEL
Notary Public
State of Colorado
Notary ID # 20034040172
My Commission Expires 11-28-2023

_____
Notary Public
Commission Expires: 11-28-2023

EXHIBIT A

	Date	Due date	Invoice	Amount
Drilling				
	3/30/2020	4/29/2020	RMD1005048	164,600.00
	3/30/2020	4/29/2020	RMD1005056	17,000.00
	3/31/2020	4/30/2020	RMD1005064	1,080.00
	4/8/2020	5/8/2020	RMD1005083	115,630.00
	4/9/2020	5/9/2020	RMD1005094	1,774.50
	4/9/2020	5/9/2020	RMD1005095	3,549.00
	4/9/2020	5/9/2020	RMD1005096	2,957.50
	4/21/2020	5/21/2020	RMD1005113	233,965.00
	4/21/2020	5/21/2020	RMD1005120	76,600.00
	4/23/2020	5/23/2020	RMD1005125	4,095.00
	5/13/2020	6/12/2020	RMD1005175	161,500.00
	5/28/2020	6/27/2020	RMD1005176	144,500.00
	6/9/2020	7/9/2020	RMD1005212	81,500.00
	6/9/2020	7/9/2020	RMD1005213	10,700.00
	6/9/2020	7/9/2020	RMD1005214	11,000.00
	6/9/2020	7/9/2020	RMD1005215	10,200.00
	6/10/2020	7/10/2020	RMD1005234	105,000.00
				1,145,651.00
Trucking				
	6/15/2020	7/15/2020	TRK1003558	**912.00**
Servicing				
	3/29/2020	4/28/2020	RWS1014025	1,045.50
	4/17/2020	5/17/2020	RWS1014555	693.00
	4/17/2020	5/17/2020	RWS1014565	891.00
	4/17/2020	5/17/2020	RWS1014566	228.00
	4/30/2020	5/30/2020	RWS1014710	1,235.00
	4/30/2020	5/30/2020	RWS1014723	200.00
	4/30/2020	5/30/2020	RWS1014691	399.75
				4,692.25
Total				**1,151,255.25**

EXHIBIT A-2

STATEMENT OF LIEN

In accordance with Title 38, Article 24 *et seq.* of the Colorado Revised Statutes, **Ensign United States Drilling Inc.**, makes the following Statement of Lien.

First, the name of the owner or reputed owner of such property that is to be charged with the lien is believed to be:

OWNER: AXIS EXPLORATION, LLC
370 17th Street, Suite 5300
Denver, CO 80202

Second, the name of the person who furnished the supplies and materials for which said lien is claimed is:

Ensign United States Drilling Inc.
400 5th Ave. S.W., Suite 1000
Calgary, Alberta T2P 0L6
CANADA

That the name of the operator is:

AXIS EXPLORATION, LLC
370 17th Street, Suite 5300
Denver, CO 80202

Third, the property to be charged with said lien is Axis Exploration, LLC's interest in any all property, real or personal, including without limitation the property described as follows:

Location	API No.	Field	Facility Type
SESW 15 4S64W 6 PM	05-005-06523	CHALICE - #10775	Well
SESW 17 5S63W 6 PM	05-005-07080	FERRET - #23890	Well
NESE 16 5S63W 6 PM	05-005-06926	ANTLER - #2700	Well
SWNE 29 4S63W 6 PM	05-005-07006	BOMBING RANGE - #7155	Well
SESE 20 4S63W 6 PM	05-005-07011	BOMBING RANGE - #7155	Well
SESW 27 4S63W 6 PM	05-005-07087	DEEP POCKETS - #16155	Well
NWNE 31 5S 62W 6	05-005-06791	CHINOOK / 11010	Well
NWNE 31 5S62W 6 PM	05-005-06791	CHINOOK - #11010	Well

Furthermore, **Ensign United States Drilling Inc.** asserts, by virtue of a contract, express or implied, with the owner or lessee of any interest in real estate or with the trustee, agent or

receiver of any such owner, part owner or lessee, or by virtue of labor, material, machinery, fuel, explosives, or supplies furnished or performed by lien claimant to a contractor or subcontractor, that its lien applies to secure the payment thereof upon the properties described in Title 38, Article 24, *et seq.,* C.R.S., including the machinery, materials, and supplies so furnished, and upon any well in which such machinery, materials, and supplies have been placed and used and upon all other wells, buildings, and appurtenances, and the interest, leasehold or otherwise, of such owner, part owner or lessee in the lot or land upon which said improvements are located, or to which they may be removed, to the extent of the right, title, and interest of the owner, part owner, or lessee, at the time the work was commenced or machinery, materials, and supplies were begun to be furnished by **Ensign United States Drilling Inc.**, or by the contractor under the original contract; and such lien shall extend to any subsequently acquired interest of any such owner, part owner, or lessee; and such lien claim shall cover all other property and interests as allowed by law.

Fourth, this lien claim is made pursuant to the provisions of Colo. Rev. Stat. § 38-24-101 *et seq.,* as amended, to secure the payment of **$153,214.80**, plus interest, costs, expenses, and attorney's fees, as allowed by law, for labor performed and/or material and supplies furnished by **Ensign United States Drilling Inc.**, which indebtedness accrued to **Ensign United States Drilling Inc.**, as a result of labor performed and/or supplies and materials furnished to **Axis Exploration, LLC**. The above amount is the amount due and unpaid after allowing all known just and lawful offsets, payments and credits. The statement attached hereto as **Exhibit A** and made a part hereof for all purposes is a just, true, and correct statement of the amount due for the services rendered, materials and equipment furnished, and the charges therefor.

Fifth, that the date first labor and/or material and supplies were provided was **March 24, 2020**, and the date last labor and/or materials and supplies were provided was **April 30, 2020**.

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT

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AFFIDAVIT

The undersigned, being of lawful age and first duly sworn upon oath, states and verifies that I am the _____ for Lien Claimant; that I have read this Statement of Lien Claim and the attached Exhibit A and know the contents thereof; that the same is true and correct, to the best of my knowledge, information and belief; that I am authorized to make the above Lien Statement; and that the amount claimed therein is justly due and owing.

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Subscribed and sworn to before me on JULY 9th, 2020, by SPENCER THERIAULT as VICE PRESIDENT of Ensign United States Drilling Inc.

WITNESS my hand and official seal.

DANIEL SCHANDEL
Notary Public
State of Colorado
Notary ID # 20034040172
My Commission Expires 11-28-2023

_____
Notary Public
Commission Expires: 11-28-2023

EXHIBIT A

	Date	Due date	Invoice	Amount
Servicing	3/24/2020	4/23/2020	RWS1013944	19,195.72
	3/31/2020	4/30/2020	RWS1014171	2,088.15
	3/31/2020	4/30/2020	RWS1014172	1,699.79
	3/31/2020	4/30/2020	RWS1014303	2,214.00
	3/31/2020	4/30/2020	RWS1014304	1,802.27
	3/31/2020	4/30/2020	RWS1014305	984.00
	3/31/2020	4/30/2020	RWS1014310	1,140.00
	3/31/2020	4/30/2020	RWS1014311	1,254.00
	3/31/2020	4/30/2020	RWS1014312	346.50
	4/16/2020	5/16/2020	RWS1014513	20,215.72
	4/16/2020	5/16/2020	RWS1014514	11,654.06
	4/16/2020	5/16/2020	RWS1014515	8,265.16
	4/16/2020	5/16/2020	RWS1014516	9,801.10
	4/17/2020	5/17/2020	RWS1014556	1,549.35
	4/17/2020	5/17/2020	RWS1014557	2,197.50
	4/17/2020	5/17/2020	RWS1014558	693.00
	4/17/2020	5/17/2020	RWS1014559	350.00
	4/17/2020	5/17/2020	RWS1014561	1,596.00
	4/17/2020	5/17/2020	RWS1014562	643.50
	4/17/2020	5/17/2020	RWS1014563	1,026.00
	4/17/2020	5/17/2020	RWS1014564	1,193.27
	4/17/2020	5/17/2020	RWS1014567	396.00
	4/30/2020	5/30/2020	RWS1014630	16,783.41

4/30/2020	5/30/2020	RWS1014697	728.43
4/30/2020	5/30/2020	RWS1014698	1,425.00
4/30/2020	5/30/2020	RWS1014699	150.00
4/30/2020	5/30/2020	RWS1014700	2,641.67
4/30/2020	5/30/2020	RWS1014701	891.00
4/30/2020	5/30/2020	RWS1014702	1,030.58
4/30/2020	5/30/2020	RWS1014703	969.00
4/30/2020	5/30/2020	RWS1014704	1,938.00
4/30/2020	5/30/2020	RWS1014705	444.89
4/30/2020	5/30/2020	RWS1014706	792.00
4/30/2020	5/30/2020	RWS1014711	2,052.00
4/30/2020	5/30/2020	RWS1014712	1,108.34
4/30/2020	5/30/2020	RWS1014714	399.89
4/30/2020	5/30/2020	RWS1014735	519.75
4/30/2020	5/30/2020	RWS1014753	12,807.32
4/30/2020	5/30/2020	RWS1014754	11,273.48
			146,259.85

Rentals

3/31/2020	4/30/2020	RMR1004170	5,827.55
4/30/2020	5/30/2020	RMR1004252	1,127.40
			6,954.95

Total **153,214.80**

EXHIBIT A-3

STATEMENT OF LIEN

In accordance with Title 38, Article 24 *et seq.* of the Colorado Revised Statutes, **Ensign United States Drilling Inc.**, makes the following Statement of Lien.

First, the name of the owner or reputed owner of such property that is to be charged with the lien is believed to be:

OWNER: AXIS EXPLORATION, LLC
370 17th Street, Suite 5300
Denver, CO 80202

Second, the name of the person who furnished the supplies and materials for which said lien is claimed is:

Ensign United States Drilling Inc.
400 5th Ave. S.W., Suite 1000
Calgary, Alberta T2P 0L6
CANADA

That the name of the operator is:

AXIS EXPLORATION, LLC
370 17th Street, Suite 5300
Denver, CO 80202

Third, the property to be charged with said lien is Axis Exploration, LLC's interest in any all property, real or personal, including without limitation the property described as follows:

Location	API No.	Field	Facility Type
SESW 9 6S62W 6 PM	05-039-06630	DEADEYE - #16125	Well
NENW 10 6S62W 6 PM	05-039-06626	DEADEYE - #16125	Well
NWSE 18 6S62W 6 PM	05-039-06108	COMANCHE CREEK - #11627	Well
NWSW 19 6S 62W 6	05-039-06286	COMANCHE CREEK - #11627	Well

Furthermore, **Ensign United States Drilling Inc.** asserts, by virtue of a contract, express or implied, with the owner or lessee of any interest in real estate or with the trustee, agent or receiver of any such owner, part owner or lessee, or by virtue of labor, material, machinery, fuel, explosives, or supplies furnished or performed by lien claimant to a contractor or subcontractor, that its lien applies to secure the payment thereof upon the properties described in Title 38, Article 24, *et seq.,* C.R.S., including the machinery, materials, and supplies so

furnished, and upon any well in which such machinery, materials, and supplies have been placed and used and upon all other wells, buildings, and appurtenances, and the interest, leasehold or otherwise, of such owner, part owner or lessee in the lot or land upon which said improvements are located, or to which they may be removed, to the extent of the right, title, and interest of the owner, part owner, or lessee, at the time the work was commenced or machinery, materials, and supplies were begun to be furnished by **Ensign United States Drilling Inc.**, or by the contractor under the original contract; and such lien shall extend to any subsequently acquired interest of any such owner, part owner, or lessee; and such lien claim shall cover all other property and interests as allowed by law.

Fourth, this lien claim is made pursuant to the provisions of Colo. Rev. Stat. § 38-24-101 *et seq.*, as amended, to secure the payment of **$57,337.21**, plus interest, costs, expenses, and attorney's fees, as allowed by law, for labor performed and/or material and supplies furnished by **Ensign United States Drilling Inc.**, which indebtedness accrued to **Ensign United States Drilling Inc.**, as a result of labor performed and/or supplies and materials furnished to **Axis Exploration, LLC**. The above amount is the amount due and unpaid after allowing all known just and lawful offsets, payments and credits. The statement attached hereto as **Exhibit A** and made a part hereof for all purposes is a just, true, and correct statement of the amount due for the services rendered, materials and equipment furnished, and the charges therefor.

Fifth, that the date first labor and/or material and supplies were provided was **March 31, 2020**, and the date last labor and/or materials and supplies were provided was **May 11, 2020**.

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT

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AFFIDAVIT

The undersigned, being of lawful age and first duly sworn upon oath, states and verifies that I am the _____ for Lien Claimant; that I have read this Statement of Lien Claim and the attached Exhibit A and know the contents thereof; that the same is true and correct, to the best of my knowledge, information and belief; that I am authorized to make the above Lien Statement; and that the amount claimed therein is justly due and owing.

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Subscribed and sworn to before me on JULY 9th, 2020, by SPENCER THERIAULT as VICE PRESIDENT of Ensign United States Drilling Inc.

WITNESS my hand and official seal.

DANIEL SCHANDEL
Notary Public
State of Colorado
Notary ID # 20034040172
My Commission Expires 11-28-2023

_____
Notary Public
Commission Expires: 11-28-2023

EXHIBIT A

Date	Due date	Invoice	Amount
3/31/2020	4/30/2020	RWS1014168	1,992.00
3/31/2020	4/30/2020	RWS1014169	2,036.63
3/31/2020	4/30/2020	RWS1014247	19,069.39
3/31/2020	4/30/2020	RWS1014306	2,130.75
4/30/2020	5/30/2020	RWS1014755	10,606.71
4/30/2020	5/30/2020	RWS1014756	11,589.71
4/30/2020	5/30/2020	RWS1014764	1,767.00
4/30/2020	5/30/2020	RWS1014765	721.34
4/30/2020	5/30/2020	RWS1014766	1,539.00
4/30/2020	5/30/2020	RWS1014767	1,155.26
4/30/2020	5/30/2020	RWS1014768	591.49
4/30/2020	5/30/2020	RWS1014769	1,710.00
4/30/2020	5/30/2020	RWS1014770	1,173.93
5/11/2020	6/10/2020	RWS1014942	1,254.00
			57,337.21

EXHIBIT A-4

STATEMENT OF LIEN

In accordance with Title 38, Article 24 *et seq.* of the Colorado Revised Statutes, **Ensign United States Drilling Inc.**, makes the following Statement of Lien.

First, the name of the owner or reputed owner of such property that is to be charged with the lien is believed to be:

OWNER: Braden Oil Company
4309 West 50th
PO Box 2007
Hutchinson, KS 67504

and

CONTRACTING PARTY: EXTRACTION OIL & GAS HOLDINGS, INC.
370 17th Street, Suite 5300
Denver, CO 80202

Second, the name of the person who furnished the supplies and materials for which said lien is claimed is:

Ensign United States Drilling Inc.
400 5th Ave. S.W., Suite 1000
Calgary, Alberta T2P 0L6
CANADA

That the name of the operator is:

Braden Oil Company
4309 West 50th
PO Box 2007
Hutchinson, KS 67504

Third, the property to be charged with said lien is Extraction Oil & Gas Holdings, Inc.'s and Braden Oil Company's interest in any all property, real or personal, including without limitation the property described as follows:

Location	API No.	Field	Facility Type
NWNW 28 2S66W 6 PM	05-001-07867	HOLSTER - #36600	Well

Furthermore, **Ensign United States Drilling Inc.** asserts, by virtue of a contract, express or implied, with the owner or lessee of any interest in real estate or with the trustee, agent or receiver of any such owner, part owner or lessee, or by virtue of labor, material, machinery,

fuel, explosives, or supplies furnished or performed by lien claimant to a contractor or subcontractor, that its lien applies to secure the payment thereof upon the properties described in Title 38, Article 24, *et seq.,* C.R.S., including the machinery, materials, and supplies so furnished, and upon any well in which such machinery, materials, and supplies have been placed and used and upon all other wells, buildings, and appurtenances, and the interest, leasehold or otherwise, of such owner, part owner or lessee in the lot or land upon which said improvements are located, or to which they may be removed, to the extent of the right, title, and interest of the owner, part owner, or lessee, at the time the work was commenced or machinery, materials, and supplies were begun to be furnished by **Ensign United States Drilling Inc.**, or by the contractor under the original contract; and such lien shall extend to any subsequently acquired interest of any such owner, part owner, or lessee; and such lien claim shall cover all other property and interests as allowed by law.

Fourth, this lien claim is made pursuant to the provisions of Colo. Rev. Stat. § 38-24-101 *et seq.,* as amended, to secure the payment of **$142,147.10**, plus interest, costs, expenses, and attorney's fees, as allowed by law, for labor performed and/or material and supplies furnished by **Ensign United States Drilling Inc.**, which indebtedness accrued to **Ensign United States Drilling Inc.**, as a result of labor performed and/or supplies and materials furnished to **Braden Oil Company**. The above amount is the amount due and unpaid after allowing all known just and lawful offsets, payments and credits. The statement attached hereto as **Exhibit A** and made a part hereof for all purposes is a just, true, and correct statement of the amount due for the services rendered, materials and equipment furnished, and the charges therefor.

Fifth, that the date first labor and/or material and supplies were provided was **March 24, 2020**, and the date last labor and/or materials and supplies were provided was **May 11, 2020**.

The undersigned, being of lawful age and first duly sworn upon oath, states and verifies that I am the _____ for Lien Claimant; that I have read this Statement of Lien Claim and the attached Exhibit A and know the contents thereof; that the same is true and correct, to the best of my knowledge, information and belief; that I am authorized to make the above Lien Statement; and that the amount claimed therein is justly due and owing.

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT

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AFFIDAVIT

The undersigned, being of lawful age and first duly sworn upon oath, states and verifies that I am the _____ for Lien Claimant; that I have read this Statement of Lien Claim and the attached Exhibit A and know the contents thereof; that the same is true and correct, to the best of my knowledge, information and belief; that I am authorized to make the above Lien Statement; and that the amount claimed therein is justly due and owing.

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Subscribed and sworn to before me on July 9th, 2020, by SPENCER THERIAULT as VICE PRESIDENT of Ensign United States Drilling Inc.

WITNESS my hand and official seal.

DANIEL SCHANDEL
Notary Public
State of Colorado
Notary ID # 20034040172
My Commission Expires 11-28-2023

_____
Notary Public
Commission Expires: 11-28-2023

EXHIBIT A

Date	Due date	Invoice	Amount
4/30/2020	5/30/2020	RWS1014709	332.50
4/30/2020	5/30/2020	RWS1014722	850.00
4/30/2020	5/30/2020	RWS1014724	684.00
4/30/2020	5/30/2020	RWS1014725	110.00
			1,976.50

EXHIBIT A-5

STATEMENT OF LIEN

In accordance with Title 38, Article 24 *et seq.* of the Colorado Revised Statutes, **Ensign United States Drilling Inc.**, makes the following Statement of Lien.

First, the name of the owner or reputed owner of such property that is to be charged with the lien is believed to be:

OWNER: EXTRACTION OIL & GAS HOLDINGS, INC.
370 17th Street, Suite 5300
Denver, CO 80202

Second, the name of the person who furnished the supplies and materials for which said lien is claimed is:

Ensign United States Drilling Inc.
400 5th Ave. S.W., Suite 1000
Calgary, Alberta T2P 0L6
CANADA

That the name of the operator is:

EXTRACTION OIL & GAS HOLDINGS, INC.
370 17th Street, Suite 5300
Denver, CO 80202

Third, the property to be charged with said lien is Extraction Oil and Gas Holdings, Inc.'s interest in any all property, real or personal, including without limitation the property described as follows:

Location	API	Field	Facility Type
NESE 36 1S66W 6 PM	05-001-06834	THIRD CREEK - #81800	Well
SESW 17 1S65W 6 PM	05-001-08882	WATTENBERG - #90750	Well
NESW 31 1S 65W 6	05-001-06718	WATTENBERG - #90750	WELL
SENW 31 1S 65W 6	05-001-09617	WATTENBERG - #90750	WELL
NENE 31 1S 65W 6	05-001-06684	WATTENBERG - #90750	Well
NENW 31 1S 65W 6	05-001-09615	WATTENBERG - #90750	Well
NWNW 36 1S66W 6 PM	05-001-09781	WATTENBERG - #90750	Well
NESW 26 1S66W 6 PM	05-001-06838	WATTENBERG - #90750	Well
SENE 35 1S65W 6 PM	05-001-06881	TRAPPER - #83840	Well

SENW 26 1S66W 6 PM	05-001-09543	WATTENBERG - #90750	Well
NESW 25 1S65W 6 PM	05-001-07042	TRAPPER - #83840	Well
NESE 35 1S65W 6 PM	05-001-06527	TRAPPER - #83840	Well
NENE 3 2S65W 6 PM	05-001-09551	WATTENBERG - #90750	Well
NWNE 3 2S66W 6 PM	05-001-09314	THIRD CREEK - #81800	Well
SESE 3 2S 66W 6	05-001-09237	THIRD CREEK - #81800	Well
SWSW 26 1S66W 6 PM	05-001-09652	WATTENBERG - #90750	Well
NWNE 26 1S66W 6 PM	05-001-09653	WATTENBERG - #90750	Well
NENE 21 2S 66W 6	05-001-06750	HOLSTER #36600	Well
NWNW 36 1S66W 6 PM	05-001-09780	THIRD CREEK - #81800	Well
NWSE 10 2S66W 6 PM	05-001-09301	BANNER - #5190	Well
NWNW 36 1S 66W 6	05-001-09782	WATTENBERG - #90750	Well
SESW 26 1S66W 6 PM	05-001-09571	WATTENBERG - #90750	Well
SESE 3 2S 66W 6	05-001-09237	THIRD CREEK - #81800	Well
NWNE 11 2S66W 6 PM	05-001-09284	BANNER - #5190	Well
NENE 2 2S66W 6 PM	05-001-06792	THIRD CREEK - #81800	Well

Furthermore, **Ensign United States Drilling Inc.** asserts, by virtue of a contract, express or implied, with the owner or lessee of any interest in real estate or with the trustee, agent or receiver of any such owner, part owner or lessee, or by virtue of labor, material, machinery, fuel, explosives, or supplies furnished or performed by lien claimant to a contractor or subcontractor, that its lien applies to secure the payment thereof upon the properties described in Title 38, Article 24, *et seq.,* C.R.S., including the machinery, materials, and supplies so furnished, and upon any well in which such machinery, materials, and supplies have been placed and used and upon all other wells, buildings, and appurtenances, and the interest, leasehold or otherwise, of such owner, part owner or lessee in the lot or land upon which said improvements are located, or to which they may be removed, to the extent of the right, title, and interest of the owner, part owner, or lessee, at the time the work was commenced or machinery, materials, and supplies were begun to be furnished by **Ensign United States Drilling Inc.**, or by the contractor under the original contract; and such lien shall extend to any subsequently acquired interest of any such owner, part owner, or lessee; and such lien claim shall cover all other property and interests as allowed by law.

Fourth, this lien claim is made pursuant to the provisions of Colo. Rev. Stat. § 38-24-101 *et seq.,* as amended, to secure the payment of **$188,619.19**, plus interest, costs, expenses, and attorney's fees, as allowed by law, for labor performed and/or material and supplies furnished by **Ensign United States Drilling Inc.**, which indebtedness accrued to **Ensign United States Drilling Inc.**, as a result of labor performed and/or supplies and materials furnished to **Extraction Oil & Gas Holdings, Inc.**. The above amount is the amount due and

unpaid after allowing all known just and lawful offsets, payments and credits. The statement attached hereto as **Exhibit A** and made a part hereof for all purposes is a just, true, and correct statement of the amount due for the services rendered, materials and equipment furnished, and the charges therefor.

Fifth, that the date first labor and/or material and supplies were provided was **February 29, 2020**, and the date last labor and/or materials and supplies were provided was **June 9, 2020**.

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT

Remainder of Page Intentionally Left Blank

AFFIDAVIT

The undersigned, being of lawful age and first duly sworn upon oath, states and verifies that I am the _____ for Lien Claimant; that I have read this Statement of Lien Claim and the attached Exhibit A and know the contents thereof; that the same is true and correct, to the best of my knowledge, information and belief; that I am authorized to make the above Lien Statement; and that the amount claimed therein is justly due and owing.

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Subscribed and sworn to before me on JULY 9th, 2020, by SPENCER THERIAULT as VICE PRESIDENT of Ensign United States Drilling Inc.

WITNESS my hand and official seal.

DANIEL SCHANDEL
Notary Public
State of Colorado
Notary ID # 20034040172
My Commission Expires 11-28-2023

_____
Notary Public
Commission Expires: 11-28-2023

EXHIBIT A

	Date	Due Date	Invoice	Amount
Servicing				
	2/29/2020	3/30/2020	RWS1013544	1,429.52
	2/29/2020	3/30/2020	RWS1013548	1,107.00
	2/29/2020	3/30/2020	RWS1013601	666.53
	3/16/2020	4/15/2020	RWS1013794	369.00
	3/29/2020	4/28/2020	RWS1014024	738.00
	3/29/2020	4/28/2020	RWS1014026	585.75
	3/29/2020	4/28/2020	RWS1014027	430.50
	3/29/2020	4/28/2020	RWS1014028	378.99
	3/29/2020	4/28/2020	RWS1014029	2,326.44
	3/29/2020	4/28/2020	RWS1014030	1,045.50
	3/29/2020	4/28/2020	RWS1014031	512.39
	3/29/2020	4/28/2020	RWS1014032	799.50
	3/29/2020	4/28/2020	RWS1014033	807.50
	3/29/2020	4/28/2020	RWS1014035	1,140.00
	3/29/2020	4/28/2020	RWS1014036	369.00
	3/29/2020	4/28/2020	RWS1014037	830.39
	3/29/2020	4/28/2020	RWS1014038	1,587.26
	3/31/2020	4/30/2020	RWS1014301	1,476.00
	3/31/2020	4/30/2020	RWS1014302	100.00
	3/31/2020	4/30/2020	RWS1014307	495.00
	3/31/2020	4/30/2020	RWS1014308	855.00
	3/31/2020	4/30/2020	RWS1014309	2,363.22
	3/31/2020	4/30/2020	RWS1014313	399.00
	4/16/2020	5/16/2020	RWS1014517	9,094.00
	4/17/2020	5/17/2020	RWS1014551	1,248.93
	4/17/2020	5/17/2020	RWS1014560	399.00
	4/17/2020	5/17/2020	RWS1014568	550.00
	4/17/2020	5/17/2020	RWS1014569	1,100.00
	4/30/2020	5/30/2020	RWS1014631	11,549.22
	4/30/2020	5/30/2020	RWS1014632	8,494.00
	4/30/2020	5/30/2020	RWS1014633	8,146.71
	4/30/2020	5/30/2020	RWS1014634	7,751.10
	4/30/2020	5/30/2020	RWS1014692	1,425.00
	4/30/2020	5/30/2020	RWS1014693	240.00
	4/30/2020	5/30/2020	RWS1014694	800.00
	4/30/2020	5/30/2020	RWS1014695	1,482.00
	4/30/2020	5/30/2020	RWS1014696	1,175.23
	4/30/2020	5/30/2020	RWS1014708	388.99
	4/30/2020	5/30/2020	RWS1014713	484.50
	4/30/2020	5/30/2020	RWS1014715	684.00
	4/30/2020	5/30/2020	RWS1014717	1,107.00
	4/30/2020	5/30/2020	RWS1014718	1,009.31
	4/30/2020	5/30/2020	RWS1014719	250.00
	4/30/2020	5/30/2020	RWS1014720	797.39
	4/30/2020	5/30/2020	RWS1014726	1,191.00
	4/30/2020	5/30/2020	RWS1014727	247.50
	4/30/2020	5/30/2020	RWS1014728	798.00

4/30/2020	5/30/2020	RWS1014729	505.68
4/30/2020	5/30/2020	RWS1014730	1,738.50
4/30/2020	5/30/2020	RWS1014731	1,327.61
4/30/2020	5/30/2020	RWS1014732	342.00
4/30/2020	5/30/2020	RWS1014733	2,247.71
4/30/2020	5/30/2020	RWS1014734	594.00
4/30/2020	5/30/2020	RWS1014757	7,251.10
4/30/2020	5/30/2020	RWS1014758	12,521.66
4/30/2020	5/30/2020	RWS1014771	228.00
4/30/2020	5/30/2020	RWS1014781	11,181.10
5/8/2020	6/7/2020	RWS1014922	1,344.00
5/8/2020	6/7/2020	RWS1014923	1,184.66
5/8/2020	6/7/2020	RWS1014924	855.00
5/8/2020	6/7/2020	RWS1014925	396.00
5/8/2020	6/7/2020	RWS1014926	480.93
5/11/2020	6/10/2020	RWS1014935	1,299.75
5/11/2020	6/10/2020	RWS1014936	1,383.75
5/11/2020	6/10/2020	RWS1014937	150.00
5/11/2020	6/10/2020	RWS1014938	372.75
5/11/2020	6/10/2020	RWS1014939	1,035.00
5/11/2020	6/10/2020	RWS1014940	150.00
5/17/2020	6/16/2020	RWS1015008	399.89
5/17/2020	6/16/2020	RWS1015009	1,092.00
5/17/2020	6/16/2020	RWS1015010	810.00
5/17/2020	6/16/2020	RWS1015011	1,429.79
5/17/2020	6/16/2020	RWS1015012	594.00
5/17/2020	6/16/2020	RWS1015013	556.74
5/17/2020	6/16/2020	RWS1015014	1,311.00
5/17/2020	6/16/2020	RWS1015015	681.49
5/20/2020	6/19/2020	RWS1015019	15,536.60
5/31/2020	6/30/2020	RWS1015119	20,860.38
5/31/2020	6/30/2020	RWS1015148	624.89
5/31/2020	6/30/2020	RWS1015149	720.00
5/31/2020	6/30/2020	RWS1015150	2,099.03
5/31/2020	6/30/2020	RWS1015151	110.00
5/31/2020	6/30/2020	RWS1015152	765.00
5/31/2020	6/30/2020	RWS1015153	512.39
5/31/2020	6/30/2020	RWS1015154	3,135.00
5/31/2020	6/30/2020	RWS1015155	228.00
6/9/2020	7/9/2020	RWS1015206	627.00
6/9/2020	7/9/2020	RWS1015207	822.93
6/9/2020	7/9/2020	RWS1015208	100.00
6/9/2020	7/9/2020	RWS1015212	350.00
6/9/2020	7/9/2020	RWS1015213	350.00
			181,529.70

Rentals

3/31/2020	4/30/2020	RMR1004168	3,292.80

3/31/2020	4/30/2020	RMR1004169	3,796.69
			7,089.49
Total			**188,619.19**

EXHIBIT A-6

STATEMENT OF LIEN

In accordance with Title 38, Article 24 *et seq.* of the Colorado Revised Statutes, **Ensign United States Drilling Inc.**, makes the following Statement of Lien.

First, the name of the owner or reputed owner of such property that is to be charged with the lien is believed to be:

OWNER: EXTRACTION OIL & GAS HOLDINGS, INC.
370 17th Street, Suite 5300
Denver, CO 80202

Second, the name of the person who furnished the supplies and materials for which said lien is claimed is:

Ensign United States Drilling Inc.
400 5th Ave. S.W., Suite 1000
Calgary, Alberta T2P 0L6
CANADA

That the name of the operator is:

EXTRACTION OIL & GAS HOLDINGS, INC.
370 17th Street, Suite 5300
Denver, CO 80202

Third, the property to be charged with said lien is Extraction Oil and Gas Holdings, Inc.'s interest in any all property, real or personal, including without limitation the property described as follows:

Location	API	Field	Facility Type
SWSW 36 2N69W 6 PM	05-013-06093	BOULDER #013	Well

Furthermore, **Ensign United States Drilling Inc.** asserts, by virtue of a contract, express or implied, with the owner or lessee of any interest in real estate or with the trustee, agent or receiver of any such owner, part owner or lessee, or by virtue of labor, material, machinery, fuel, explosives, or supplies furnished or performed by lien claimant to a contractor or subcontractor, that its lien applies to secure the payment thereof upon the properties described in Title 38, Article 24, *et seq.,* C.R.S., including the machinery, materials, and supplies so furnished, and upon any well in which such machinery, materials, and supplies have been placed and used and upon all other wells, buildings, and appurtenances, and the interest, leasehold or otherwise, of such owner, part owner or lessee in the lot or land upon which said improvements are located, or to which they may be removed, to the extent of the right, title, and interest of the owner, part owner, or lessee, at the time the work was commenced or machinery, materials, and supplies were begun to be furnished by **Ensign United States Drilling Inc.**, or by

the contractor under the original contract; and such lien shall extend to any subsequently acquired interest of any such owner, part owner, or lessee; and such lien claim shall cover all other property and interests as allowed by law.

Fourth, this lien claim is made pursuant to the provisions of Colo. Rev. Stat. § 38-24-101 *et seq.,* as amended, to secure the payment of **$1,120.00**, plus interest, costs, expenses, and attorney's fees, as allowed by law, for labor performed and/or material and supplies furnished by **Ensign United States Drilling Inc.**, which indebtedness accrued to **Ensign United States Drilling Inc.**, as a result of labor performed and/or supplies and materials furnished to **Extraction Oil & Gas Holdings, Inc.**. The above amount is the amount due and unpaid after allowing all known just and lawful offsets, payments and credits. The statement attached hereto as **Exhibit A** and made a part hereof for all purposes is a just, true, and correct statement of the amount due for the services rendered, materials and equipment furnished, and the charges therefor.

Fifth, that the date first labor and/or material and supplies were provided was **May 11, 2020**, and the date last labor and/or materials and supplies were provided was **May 22, 2020**.

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT

Remainder of Page Intentionally Left Blank

AFFIDAVIT

The undersigned, being of lawful age and first duly sworn upon oath, states and verifies that I am the _____ for Lien Claimant; that I have read this Statement of Lien Claim and the attached Exhibit A and know the contents thereof; that the same is true and correct, to the best of my knowledge, information and belief; that I am authorized to make the above Lien Statement; and that the amount claimed therein is justly due and owing.

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Subscribed and sworn to before me on JULY 9th, 2020, by SPENCER THERIAULT as VICE PRESIDENT of Ensign United States Drilling Inc.

WITNESS my hand and official seal.

DANIEL SCHANDEL
Notary Public
State of Colorado
Notary ID # 20034040172
My Commission Expires 11-28-2023

_____
Notary Public
Commission Expires: 11-28-2023

EXHIBIT A

Date	Due Date	Invoice	Amount
		RWS101	
5/11/2020	6/10/2020	4941	170.00
		RWS101	
5/22/2020	6/21/2020	5046	780.00
		RWS101	
5/22/2020	6/21/2020	5047	170.00
			1,120.00

EXHIBIT A-7

STATEMENT OF LIEN

In accordance with Title 38, Article 24 *et seq.* of the Colorado Revised Statutes, **Ensign United States Drilling Inc.**, makes the following Statement of Lien.

First, the name of the owner or reputed owner of such property that is to be charged with the lien is believed to be:

OWNER: EXTRACTION OIL & GAS HOLDINGS, INC.
370 17th Street, Suite 5300
Denver, CO 80202

Second, the name of the person who furnished the supplies and materials for which said lien is claimed is:

Ensign United States Drilling Inc.
400 5th Ave. S.W., Suite 1000
Calgary, Alberta T2P 0L6
CANADA

That the name of the operator is:

EXTRACTION OIL & GAS HOLDINGS, INC.
370 17th Street, Suite 5300
Denver, CO 80202

Third, the property to be charged with said lien is Extraction Oil and Gas Holdings, Inc.'s interest in any all property, real or personal, including without limitation the property described as follows:

Location	API	Field	Facility Type
NENE 9 1S68W 6 PM	05-014-20812	WATTENBERG - #90750	Well
NENE 9 1S68W 6 PM	05-014-20802	WATTENBERG - #90750	Well
NENE 9 1S68W 6 PM	05-014-20804	WATTENBERG - #90750	Well
NENE 9 1S68W 6 PM	05-014-20811	WATTENBERG - #90750	Well
NENE 9 1S68W 6 PM	05-014-20806	WATTENBERG - #90750	Well
NENE 9 1S68W 6 PM	05-014-20813	WATTENBERG - #90750	Well

NENE 9 1S68W 6 PM	05-014-20805	WATTENBERG - #90750	Well
NENE 9 1S68W 6 PM	05-014-20807	WATTENBERG - #90750	Well
NENE 9 1S68W 6 PM	05-014-20801	WATTENBERG - #90750	Well
NENE 9 1S68W 6 PM	05-014-20803	WATTENBERG - #90750	Well
NENE 9 1S68W 6 PM	05-014-20808	WATTENBERG - #90750	Well
NENE 9 1S68W 6 PM	05-014-20814	WATTENBERG - #90750	Well
NENE 9 1S68W 6 PM	05-014-20816	WATTENBERG - #90750	Well
NENE 9 1S68W 6 PM	05-014-20810	WATTENBERG - #90750	Well
NENE 9 1S68W 6 PM	05-014-20809	WATTENBERG - #90750	Well
NENE 9 1S68W 6 PM	05-014-20815	WATTENBERG - #90750	Well
NWSE 7 1S68W 6 PM	05-014-20754	WATTENBERG - #90750	Well
NWSE 7 1S68W 6 PM	05-014-20751	WATTENBERG - #90750	Well
NWSE 7 1S68W 6 PM	05-014-20747	WATTENBERG - #90750	Well
NWSE 7 1S68W 6 PM	05-014-20755	WATTENBERG - #90750	Well
SESE 17 1S68W 6 PM	05-014-08996	WATTENBERG - #90750	Well
NWSE 7 1S 68W 6	05-014-20753	WATTENBERG - #90750	Well
NWSE 7 1S 68W 6	05-014-20756	WATTENBERG - #90750	Well
NWSE 7 1S 68W 6	05-014-20758	WATTENBERG - #90750	Well
NWSE 7 1S68W	MULTIPLE	WATTENBERG - #90750	Location
NESE 7 1S68W 6 PM	05-014-20799	WATTENBERG - #90750	Well
NESE 7 1S68W 6 PM	05-014-20798	WATTENBERG - #90750	Well
NESE 7 1S68W 6 PM	05-014-20848	WATTENBERG - #90750	Well

NESE 7 1S68W 6 PM	05-014-20847	WATTENBERG - #90750	Well
NESE 7 1S68W 6 PM	05-014-20757	WATTENBERG - #90750	Well
NESE 7 1S68W 6 PM	05-014-20752	WATTENBERG - #90750	Well
NWSE 7 1S68W 6 PM	05-014-20750	WATTENBERG - #90750	Well
NWSE 7 1S68W 6 PM	05-014-20749	WATTENBERG - #90750	Well
NESE 7 1S68W 6 PM	05-014-20800	WATTENBERG - #90750	Well

Furthermore, **Ensign United States Drilling Inc.** asserts, by virtue of a contract, express or implied, with the owner or lessee of any interest in real estate or with the trustee, agent or receiver of any such owner, part owner or lessee, or by virtue of labor, material, machinery, fuel, explosives, or supplies furnished or performed by lien claimant to a contractor or subcontractor, that its lien applies to secure the payment thereof upon the properties described in Title 38, Article 24, *et seq.,* C.R.S., including the machinery, materials, and supplies so furnished, and upon any well in which such machinery, materials, and supplies have been placed and used and upon all other wells, buildings, and appurtenances, and the interest, leasehold or otherwise, of such owner, part owner or lessee in the lot or land upon which said improvements are located, or to which they may be removed, to the extent of the right, title, and interest of the owner, part owner, or lessee, at the time the work was commenced or machinery, materials, and supplies were begun to be furnished by **Ensign United States Drilling Inc.**, or by the contractor under the original contract; and such lien shall extend to any subsequently acquired interest of any such owner, part owner, or lessee; and such lien claim shall cover all other property and interests as allowed by law.

Fourth, this lien claim is made pursuant to the provisions of Colo. Rev. Stat. § 38-24-101 *et seq.,* as amended, to secure the payment of **$388,967.25**, plus interest, costs, expenses, and attorney's fees, as allowed by law, for labor performed and/or material and supplies furnished by **Ensign United States Drilling Inc.**, which indebtedness accrued to **Ensign United States Drilling Inc.**, as a result of labor performed and/or supplies and materials furnished to **Extraction Oil & Gas Holdings, Inc.**. The above amount is the amount due and unpaid after allowing all known just and lawful offsets, payments and credits. The statement attached hereto as **Exhibit A** and made a part hereof for all purposes is a just, true, and correct statement of the amount due for the services rendered, materials and equipment furnished, and the charges therefor.

Fifth, that the date first labor and/or material and supplies were provided was **March 27, 2020**, and the date last labor and/or materials and supplies were provided was **June 10, 2020**.

SIGNATURE PAGE FOLLOWS

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT

AFFIDAVIT

The undersigned, being of lawful age and first duly sworn upon oath, states and verifies that I am the _____ for Lien Claimant; that I have read this Statement of Lien Claim and the attached Exhibit A and know the contents thereof; that the same is true and correct, to the best of my knowledge, information and belief; that I am authorized to make the above Lien Statement; and that the amount claimed therein is justly due and owing.

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Subscribed and sworn to before me on JULY 9th, 2020, by SPENCER THERIAULT as VICE PRESIDENT of Ensign United States Drilling Inc.

WITNESS my hand and official seal.

DANIEL SCHANDEL
Notary Public
State of Colorado
Notary ID # 20034040172
My Commission Expires 11-28-2023

_____
Notary Public
Commission Expires: 11-28-2023

EXHIBIT A

	Date	Due date	Invoice	Amount
Drilling				
	5/28/2020	6/27/2020	RMD1005177	69,400.00
	5/29/2020	6/28/2020	RMD1005178	11,200.00
	5/29/2020	6/28/2020	RMD1005179	14,200.00
	5/29/2020	6/28/2020	RMD1005180	10,800.00
	5/29/2020	6/28/2020	RMD1005181	12,900.00
	5/29/2020	6/28/2020	RMD1005182	11,300.00
	5/29/2020	6/28/2020	RMD1005183	10,900.00
	6/9/2020	7/9/2020	RMD1005203	20,700.00
	6/9/2020	7/9/2020	RMD1005204	20,300.00
	6/9/2020	7/9/2020	RMD1005205	9,400.00
	6/9/2020	7/9/2020	RMD1005206	11,300.00
	6/9/2020	7/9/2020	RMD1005207	11,400.00
	6/9/2020	7/9/2020	RMD1005208	9,300.00
	6/9/2020	7/9/2020	RMD1005209	9,400.00
	6/9/2020	7/9/2020	RMD1005210	8,400.00
	6/9/2020	7/9/2020	RMD1005211	16,800.00
	6/10/2020	7/10/2020	RMD1005232	98,534.85
	6/10/2020	7/10/2020	RMD1005233	13,463.40
				369,698.25
Servicing				
	3/27/2020	4/26/2020	RWS1014003	1,000.00
	3/27/2020	4/26/2020	RWS1014004	1,000.00
	3/27/2020	4/26/2020	RWS1014005	1,000.00
	3/27/2020	4/26/2020	RWS1014006	1,000.00
	3/29/2020	4/28/2020	RWS1014023	300.00
	3/31/2020	4/30/2020	RWS1014126	3,000.00
	3/31/2020	4/30/2020	RWS1014127	1,000.00
	3/31/2020	4/30/2020	RWS1014128	1,000.00
	3/31/2020	4/30/2020	RWS1014170	513.00
	3/31/2020	4/30/2020	RWS1014257	1,000.00
	3/31/2020	4/30/2020	RWS1014259	1,000.00
	3/31/2020	4/30/2020	RWS1014260	1,000.00
	3/31/2020	4/30/2020	RWS1014261	1,000.00
	3/31/2020	4/30/2020	RWS1014262	1,000.00
	3/31/2020	4/30/2020	RWS1014263	1,000.00
	3/31/2020	4/30/2020	RWS1014264	1,000.00
	3/31/2020	4/30/2020	RWS1014265	1,000.00
	4/6/2020	5/6/2020	RWS1014361	1,000.00
	4/30/2020	5/30/2020	RWS1014707	456.00
				19,269.00
Total				**388,967.25**

EXHIBIT A-8

STATEMENT OF LIEN

In accordance with Title 38, Article 24 *et seq.* of the Colorado Revised Statutes, **Ensign United States Drilling Inc.**, makes the following Statement of Lien.

First, the name of the owner or reputed owner of such property that is to be charged with the lien is believed to be:

OWNER: EXTRACTION OIL & GAS HOLDINGS, INC.
370 17th Street, Suite 5300
Denver, CO 80202

Second, the name of the person who furnished the supplies and materials for which said lien is claimed is:

Ensign United States Drilling Inc.
400 5th Ave. S.W., Suite 1000
Calgary, Alberta T2P 0L6
CANADA

That the name of the operator is:

EXTRACTION OIL & GAS HOLDINGS, INC.
370 17th Street, Suite 5300
Denver, CO 80202

Third, the property to be charged with said lien is Extraction Oil and Gas Holdings, Inc.'s interest in any all property, real or personal, including without limitation the property described as follows:

Location	API	Field	Facility Type
SWSE 32 6N65W 6 PM	05-123-45018	WATTENBERG - #90750	Well
SWSE 32 6N65W 6 PM	05-123-45014	WATTENBERG - #90750	Well
SWSE 32 6N65W 6 PM	05-123-45010	WATTENBERG - #90750	Well
SWSE 32 6N65W 6 PM	05-123-45011	WATTENBERG - #90750	Well
SWSE 32 6N65W 6 PM	05-123-45009	WATTENBERG - #90750	Well
SESE 18 2N68W 6 PM	05-123-47476	WATTENBERG - #90750	Well
SESE 18 2N68W 6 PM	05-123-47475	WATTENBERG - #90750	Well
SESE 18 2N68W 6 PM	05-123-47478	WATTENBERG - #90750	Well
SESE 18 2N68W 6 PM	05-123-49141	WATTENBERG - #90750	Well
NENE 26 7N67W 6 PM	05-123-48231	WATTENBERG - #90750	Well

SWNE 31 2N68W 6 PM	05-123-15443	WATTENBERG - #90750	Well
NENE 20 5N65W 6 PM	05-123-44430	WATTENBERG - #90750	Well
NWSW 21 5N 65W 6	05-123-41137	WATTENBERG - #90750	Well
Weld 123 NENW 9 5N 65W 6	05-123-42174	WATTENBERG - #90750	Well

Furthermore, **Ensign United States Drilling Inc.** asserts, by virtue of a contract, express or implied, with the owner or lessee of any interest in real estate or with the trustee, agent or receiver of any such owner, part owner or lessee, or by virtue of labor, material, machinery, fuel, explosives, or supplies furnished or performed by lien claimant to a contractor or subcontractor, that its lien applies to secure the payment thereof upon the properties described in Title 38, Article 24, *et seq.,* C.R.S., including the machinery, materials, and supplies so furnished, and upon any well in which such machinery, materials, and supplies have been placed and used and upon all other wells, buildings, and appurtenances, and the interest, leasehold or otherwise, of such owner, part owner or lessee in the lot or land upon which said improvements are located, or to which they may be removed, to the extent of the right, title, and interest of the owner, part owner, or lessee, at the time the work was commenced or machinery, materials, and supplies were begun to be furnished by **Ensign United States Drilling Inc.**, or by the contractor under the original contract; and such lien shall extend to any subsequently acquired interest of any such owner, part owner, or lessee; and such lien claim shall cover all other property and interests as allowed by law.

Fourth, this lien claim is made pursuant to the provisions of Colo. Rev. Stat. § 38-24-101 *et seq.,* as amended, to secure the payment of **$1,151,255.25**, plus interest, costs, expenses, and attorney's fees, as allowed by law, for labor performed and/or material and supplies furnished by **Ensign United States Drilling Inc.**, which indebtedness accrued to **Ensign United States Drilling Inc.**, as a result of labor performed and/or supplies and materials furnished to **Extraction Oil & Gas Holdings, Inc.**. The above amount is the amount due and unpaid after allowing all known just and lawful offsets, payments and credits. The statement attached hereto as **Exhibit A** and made a part hereof for all purposes is a just, true, and correct statement of the amount due for the services rendered, materials and equipment furnished, and the charges therefor.

Fifth, that the date first labor and/or material and supplies were provided was **March 29, 2020**, and the date last labor and/or materials and supplies were provided was **June 15, 2020**.

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT

EXHIBIT A

	Date	Due date	Invoice	Amount
Servicing				
	3/29/2020	4/28/2020	RWS1014034	492.00
	3/31/2020	4/30/2020	RWS1014167	639.00
	6/9/2020	7/9/2020	RWS1015209	100.00
	6/9/2020	7/9/2020	RWS1015210	200.00
	6/9/2020	7/9/2020	RWS1015211	100.00
				1,531.00
Rentals				
	4/30/2020	5/30/2020	RMR1004251	**3,595.69**
Total				**5,126.69**

AFFIDAVIT

The undersigned, being of lawful age and first duly sworn upon oath, states and verifies that I am the _____ for Lien Claimant; that I have read this Statement of Lien Claim and the attached Exhibit A and know the contents thereof; that the same is true and correct, to the best of my knowledge, information and belief; that I am authorized to make the above Lien Statement; and that the amount claimed therein is justly due and owing.

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me on _____ ___, 2020, by _____ as _____ of Ensign United States Drilling Inc.

WITNESS my hand and official seal.

_____
Notary Public
Commission Expires: _____

EXHIBIT A-9

STATEMENT OF LIEN

In accordance with Title 38, Article 24 *et seq.* of the Colorado Revised Statutes, **Ensign United States Drilling Inc.**, makes the following Statement of Lien.

First, the name of the owner or reputed owner of such property that is to be charged with the lien is believed to be:

OWNER: HUGHES* C W
518 17th Street
Denver, CO 80202

and

CONTRACTING PARTY: EXTRACTION OIL & GAS HOLDINGS, INC.
370 17th Street, Suite 5300
Denver, CO 80202

Second, the name of the person who furnished the supplies and materials for which said lien is claimed is:

Ensign United States Drilling Inc.
400 5th Ave. S.W., Suite 1000
Calgary, Alberta T2P 0L6
CANADA

That the name of the operator is:

HUGHES * C W
518 17th Street
Denver, CO 80202

Third, the property to be charged with said lien is Extraction Oil & Gas Holdings, Inc.'s and HUGHES * C W's interest in any all property, real or personal, including without limitation the property described as follows:

Location	API No.	Field	Facility Type
SWSE 16 10N 56W 6	05-123-08441	WILDCAT - #99999	Well

Furthermore, **Ensign United States Drilling Inc.** asserts, by virtue of a contract, express or implied, with the owner or lessee of any interest in real estate or with the trustee, agent or receiver of any such owner, part owner or lessee, or by virtue of labor, material, machinery, fuel, explosives, or supplies furnished or performed by lien claimant to a contractor or

subcontractor, that its lien applies to secure the payment thereof upon the properties described in Title 38, Article 24, *et seq.,* C.R.S., including the machinery, materials, and supplies so furnished, and upon any well in which such machinery, materials, and supplies have been placed and used and upon all other wells, buildings, and appurtenances, and the interest, leasehold or otherwise, of such owner, part owner or lessee in the lot or land upon which said improvements are located, or to which they may be removed, to the extent of the right, title, and interest of the owner, part owner, or lessee, at the time the work was commenced or machinery, materials, and supplies were begun to be furnished by **Ensign United States Drilling Inc.**, or by the contractor under the original contract; and such lien shall extend to any subsequently acquired interest of any such owner, part owner, or lessee; and such lien claim shall cover all other property and interests as allowed by law.

Fourth, this lien claim is made pursuant to the provisions of Colo. Rev. Stat. § § 38-24-101 *et seq.,* as amended, to secure the payment of **$1,976.50**, plus interest, costs, expenses, and attorney's fees, as allowed by law, for labor performed and/or material and supplies furnished by **Ensign United States Drilling Inc.**, which indebtedness accrued to **Ensign United States Drilling Inc.**, as a result of labor performed and/or supplies and materials furnished to **HUGHES * C W**. The above amount is the amount due and unpaid after allowing all known just and lawful offsets, payments and credits. The statement attached hereto as **Exhibit A** and made a part hereof for all purposes is a just, true, and correct statement of the amount due for the services rendered, materials and equipment furnished, and the charges therefor.

Fifth, that the date first labor and/or material and supplies were provided was **April 30, 2020**, and the date last labor and/or materials and supplies were provided was **April 30, 2020**.

The undersigned, being of lawful age and first duly sworn upon oath, states and verifies that I am the _____ for Lien Claimant; that I have read this Statement of Lien Claim and the attached Exhibit A and know the contents thereof; that the same is true and correct, to the best of my knowledge, information and belief; that I am authorized to make the above Lien Statement; and that the amount claimed therein is justly due and owing.

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT

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AFFIDAVIT

The undersigned, being of lawful age and first duly sworn upon oath, states and verifies that I am the _____ for Lien Claimant; that I have read this Statement of Lien Claim and the attached Exhibit A and know the contents thereof; that the same is true and correct, to the best of my knowledge, information and belief; that I am authorized to make the above Lien Statement; and that the amount claimed therein is justly due and owing.

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Subscribed and sworn to before me on July 9th, 2020, by SPENCER THERIAULT as VICE PRESIDENT of Ensign United States Drilling Inc.

WITNESS my hand and official seal.

DANIEL SCHANDEL
Notary Public
State of Colorado
Notary ID # 20034040172
My Commission Expires 11-28-2023

_____
Notary Public
Commission Expires: 11-28-2023

EXHIBIT A

Date	Due date	Invoice	Amount
3/20/2020	4/19/2020	RWS1013895	1,587.93
3/31/2020	4/30/2020	RWS1014130	42,918.96
3/31/2020	4/30/2020	RWS1014163	2,449.50
3/31/2020	4/30/2020	RWS1014164	2,297.18
3/31/2020	4/30/2020	RWS1014165	110.00
3/31/2020	4/30/2020	RWS1014166	300.00
			49,663.57

EXHIBIT A-10

STATEMENT OF LIEN

In accordance with Title 38, Article 24 *et seq.* of the Colorado Revised Statutes, **Ensign United States Drilling Inc.**, makes the following Statement of Lien.

First, the name of the owner or reputed owner of such property that is to be charged with the lien is believed to be:

OWNER: NIGAS – 63377
PO Box 868
Borger, TX 79007

and

CONTRACTING PARTY: EXTRACTION OIL & GAS HOLDINGS, INC.
370 17th Street, Suite 5300
Denver, CO 80202

Second, the name of the person who furnished the supplies and materials for which said lien is claimed is:

Ensign United States Drilling Inc.
400 5th Ave. S.W., Suite 1000
Calgary, Alberta T2P 0L6
CANADA

That the name of the operator is:

NIGAS - 63377
PO Box 868
Borger, TX 79007

Third, the property to be charged with said lien is Extraction Oil & Gas Holdings, Inc.'s and NIGAS – 63377's interest in any all property, real or personal, including without limitation the property described as follows::

Location	API No.	Field	Facility Type
NWNW 28 2S66W 6 PM	05-001-07867	HOLSTER - #36600	Well

Furthermore, **Ensign United States Drilling Inc.** asserts, by virtue of a contract, express or implied, with the owner or lessee of any interest in real estate or with the trustee, agent or receiver of any such owner, part owner or lessee, or by virtue of labor, material, machinery,

fuel, explosives, or supplies furnished or performed by lien claimant to a contractor or subcontractor, that its lien applies to secure the payment thereof upon the properties described in Title 38, Article 24, *et seq.,* C.R.S., including the machinery, materials, and supplies so furnished, and upon any well in which such machinery, materials, and supplies have been placed and used and upon all other wells, buildings, and appurtenances, and the interest, leasehold or otherwise, of such owner, part owner or lessee in the lot or land upon which said improvements are located, or to which they may be removed, to the extent of the right, title, and interest of the owner, part owner, or lessee, at the time the work was commenced or machinery, materials, and supplies were begun to be furnished by **Ensign United States Drilling Inc.**, or by the contractor under the original contract; and such lien shall extend to any subsequently acquired interest of any such owner, part owner, or lessee; and such lien claim shall cover all other property and interests as allowed by law.

Fourth, this lien claim is made pursuant to the provisions of Colo. Rev. Stat. § 38-24-101 *et seq.,* as amended, to secure the payment of **$49,663.57**, plus interest, costs, expenses, and attorney's fees, as allowed by law, for labor performed and/or material and supplies furnished by **Ensign United States Drilling Inc.**, which indebtedness accrued to **Ensign United States Drilling Inc.**, as a result of labor performed and/or supplies and materials furnished to **NIGAS - 63377**. The above amount is the amount due and unpaid after allowing all known just and lawful offsets, payments and credits. The statement attached hereto as **Exhibit A** and made a part hereof for all purposes is a just, true, and correct statement of the amount due for the services rendered, materials and equipment furnished, and the charges therefor.

Fifth, that the date first labor and/or material and supplies were provided was **March 20, 2020**, and the date last labor and/or materials and supplies were provided was **March 31, 2020**.

The undersigned, being of lawful age and first duly sworn upon oath, states and verifies that I am the _____ for Lien Claimant; that I have read this Statement of Lien Claim and the attached Exhibit A and know the contents thereof; that the same is true and correct, to the best of my knowledge, information and belief; that I am authorized to make the above Lien Statement; and that the amount claimed therein is justly due and owing.

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT

AFFIDAVIT

The undersigned, being of lawful age and first duly sworn upon oath, states and verifies that I am the _____ for Lien Claimant; that I have read this Statement of Lien Claim and the attached Exhibit A and know the contents thereof; that the same is true and correct, to the best of my knowledge, information and belief; that I am authorized to make the above Lien Statement; and that the amount claimed therein is justly due and owing.

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT

STATE OF Colorado)
) ss.
COUNTY OF Denver)

Subscribed and sworn to before me on July 9th, 2020, by Spencer Theriault as Vice President of Ensign United States Drilling Inc.

WITNESS my hand and official seal.

DANIEL SCHANDEL
Notary Public
State of Colorado
Notary ID # 20034040172
My Commission Expires 11-28-2023

_____
Notary Public
Commission Expires: 11-28-2023

EXHIBIT A

	Date	Due date	Invoice	Amount
Servicing	3/31/2020	4/30/2020	RWS1014125	93,526.95
	3/31/2020	4/30/2020	RWS1014162	659.84
	4/17/2020	5/17/2020	RWS1014552	1,537.50
	4/17/2020	5/17/2020	RWS1014553	805.00
	4/17/2020	5/17/2020	RWS1014554	749.89
	4/20/2020	5/20/2020	RWS1014601	2,650.00
	4/30/2020	5/30/2020	RWS1014721	1,225.50
	5/11/2020	6/10/2020	RWS1014943	4,040.00
				105,194.68
Rentals				
	3/24/2020	4/23/2020	RMR1004101	9,100.82
	4/22/2020	5/22/2020	RMR1004214	27,851.60
				36,952.42
Total				
				142,147.10

EXHIBIT A-11

STATEMENT OF LIEN

In accordance with Title 38, Article 24 *et seq.* of the Colorado Revised Statutes, **Ensign United States Drilling Inc.**, makes the following Statement of Lien.

First, the name of the owner or reputed owner of such property that is to be charged with the lien is believed to be:

OWNER: Texas Tea of Colorado LLC dba Texas Tea LLC
14155 S. Brighton Road
Brighton, CO 80601

and

CONTRACTING PARTY: EXTRACTION OIL & GAS HOLDINGS, INC.
370 17th Street, Suite 5300
Denver, CO 80202

Second, the name of the person who furnished the supplies and materials for which said lien is claimed is:

Ensign United States Drilling Inc.
400 5th Ave. S.W., Suite 1000
Calgary, Alberta T2P 0L6
CANADA

That the name of the operator is:

Texas Tea of Colorado LLC dba Texas Tea LLC
14155 S. Brighton Road
Brighton, CO 80601

Third, the property to be charged with said lien is Extraction Oil & Gas Holdings, Inc.'s and Texas Tea of Colorado LLC dba Texas Tea LLC's interest in any all property, real or personal, including without limitation the property described as follows:

Location	API No.	Field	Facility Type
NWSE 17 2N 67W 6	05-123-08720	SPINDLE #77900	Well

Furthermore, **Ensign United States Drilling Inc.** asserts, by virtue of a contract, express or implied, with the owner or lessee of any interest in real estate or with the trustee, agent or receiver of any such owner, part owner or lessee, or by virtue of labor, material, machinery, fuel, explosives, or supplies furnished or performed by lien claimant to a contractor or subcontractor, that its lien applies to secure the payment thereof upon the properties described in Title 38, Article 24, *et seq.,* C.R.S., including the machinery, materials, and supplies so

furnished, and upon any well in which such machinery, materials, and supplies have been placed and used and upon all other wells, buildings, and appurtenances, and the interest, leasehold or otherwise, of such owner, part owner or lessee in the lot or land upon which said improvements are located, or to which they may be removed, to the extent of the right, title, and interest of the owner, part owner, or lessee, at the time the work was commenced or machinery, materials, and supplies were begun to be furnished by **Ensign United States Drilling Inc.**, or by the contractor under the original contract; and such lien shall extend to any subsequently acquired interest of any such owner, part owner, or lessee; and such lien claim shall cover all other property and interests as allowed by law.

Fourth, this lien claim is made pursuant to the provisions of Colo. Rev. Stat. § 38-24-101 *et seq.,* as amended, to secure the payment of **$3,553.94**, plus interest, costs, expenses, and attorney's fees, as allowed by law, for labor performed and/or material and supplies furnished by **Ensign United States Drilling Inc.**, which indebtedness accrued to **Ensign United States Drilling Inc.**, as a result of labor performed and/or supplies and materials furnished to **Texas Tea of Colorado LLC dba Texas Tea LLC**. The above amount is the amount due and unpaid after allowing all known just and lawful offsets, payments and credits. The statement attached hereto as **Exhibit A** and made a part hereof for all purposes is a just, true, and correct statement of the amount due for the services rendered, materials and equipment furnished, and the charges therefor.

Fifth, that the date first labor and/or material and supplies were provided was **April 30, 2020**, and the date last labor and/or materials and supplies were provided was **April 30, 2020**.

The undersigned, being of lawful age and first duly sworn upon oath, states and verifies that I am the _____ for Lien Claimant; that I have read this Statement of Lien Claim and the attached Exhibit A and know the contents thereof; that the same is true and correct, to the best of my knowledge, information and belief; that I am authorized to make the above Lien Statement; and that the amount claimed therein is justly due and owing.

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT

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AFFIDAVIT

The undersigned, being of lawful age and first duly sworn upon oath, states and verifies that I am the _____ for Lien Claimant; that I have read this Statement of Lien Claim and the attached Exhibit A and know the contents thereof; that the same is true and correct, to the best of my knowledge, information and belief; that I am authorized to make the above Lien Statement; and that the amount claimed therein is justly due and owing.

Ensign United States Drilling Inc.

By: _____
Spencer Theriault

Its: VICE PRESIDENT.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Subscribed and sworn to before me on July 9th, 2020, by SPENCER THERIAULT as VICE PRESIDENT of Ensign United States Drilling Inc.

WITNESS my hand and official seal.

DANIEL SCHANDEL
Notary Public
State of Colorado
Notary ID # 20034040172
My Commission Expires 11-28-2023

_____
Notary Public
Commission Expires: 11-28-2023

EXHIBIT A

Date	Due date	Invoice	Amount
		RWS101	
4/30/2020	5/30/2020	4762	663.44
		RWS101	
4/30/2020	5/30/2020	4763	2,890.50
			3,553.94