

**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**

|   |  |  |
|---|--|--|
| <b>1. Who is the current creditor?</b>  | <u>See summary page</u><br>Name of the current creditor (the person or entity to be paid for this claim)   |  |
|   | Other names the creditor used with the debtor _____  |  |
| <b>2. Has this claim been acquired from someone else?</b>                       | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. From whom? _____   |  |
| <b>3. Where should notices and payments to the creditor be sent?</b>            | <b>Where should notices to the creditor be sent?</b>   | <b>Where should payments to the creditor be sent? (if different)</b> |
|   | See summary page   |  |
|   | Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)  |  |
|   | Contact phone <u>303-250-3487</u>  | Contact phone _____  |
| Contact email <u>rcejvogel@aol.com</u>  | Contact email _____  |  |
|   | Uniform claim identifier for electronic payments in chapter 13 (if you use one):<br>_____  |  |
| <b>4. Does this claim amend one already filed?</b>                              | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY |  |
| <b>5. Do you know if anyone else has filed a proof of claim for this claim?</b> | <input type="checkbox"/> No<br><input checked="" type="checkbox"/> Yes. Who made the earlier filing? <u>Ron C. Vogel</u>                                     |  |



**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? \$ 14,368.41. 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.  
Royalties Owed to Estate via Oil and Gas Lease

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

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ 14,368.41

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/Ron C. Vogel  
Signature

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

Name Ron C. Vogel  
First name Middle name Last name

Title As Nominated Personal Representative under Alvena Vogel Last Will and T

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

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

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

|   |   |  |
|---|---|--|
| <b>Debtor:</b><br>20-11548 - Extraction Oil & Gas, Inc.   |   |  |
| <b>District:</b><br>District of Delaware  |   |  |
| <b>Creditor:</b><br>ALVENA L. VOGEL c/o Ron Vogel as Nominated Personal Representative under Alvena Vogel Last Will and Testament<br>DECEASED<br>928 HOVER RIDGE CIR<br><br>LONGMONT, CO, 80501<br>United States<br><b>Phone:</b><br>303-250-3487<br><b>Phone 2:</b><br><br><b>Fax:</b><br><br><b>Email:</b><br>rcejvogel@aol.com | <b>Has Supporting Documentation:</b><br>Yes, supporting documentation successfully uploaded<br><b>Related Document Statement:</b>   | <b>Has Related Claim:</b><br>Yes<br><b>Related Claim Filed By:</b><br>Ron C. Vogel |
| <b>Filing Party:</b><br>Authorized agent  |   |  |
| <b>Other Names Used with Debtor:</b>  | <b>Amends Claim:</b><br>No<br><b>Acquired Claim:</b><br>No  |  |
| <b>Basis of Claim:</b><br>Royalties Owed to Estate via Oil and Gas Lease  | <b>Last 4 Digits:</b><br>No   | <b>Uniform Claim Identifier:</b>   |
| <b>Total Amount of Claim:</b><br>14,368.41  | <b>Includes Interest or Charges:</b><br>No  |  |
| <b>Has Priority Claim:</b><br>No  | <b>Priority Under:</b>  |  |
| <b>Has Secured Claim:</b><br>No<br><b>Amount of 503(b)(9):</b><br>No<br><b>Based on Lease:</b><br>Yes, 14,368.41<br><b>Subject to Right of Setoff:</b><br>No  | <b>Nature of Secured Amount:</b><br><b>Value of Property:</b><br><b>Annual Interest Rate:</b><br><b>Arrearage Amount:</b><br><b>Basis for Perfection:</b><br><b>Amount Unsecured:</b> |  |
| <b>Submitted By:</b><br>Ron C. Vogel on 14-Aug-2020 4:51:34 p.m. Eastern Time<br><b>Title:</b><br>As Nominated Personal Representative under Alvena Vogel Last Will and Testament<br><b>Company:</b>  |   |  |

Rec. No. 1803420 2-1 May Feinstein Bm

State of Colorado, Weld County Clerk & Recorder

No. 950C. —Bradford Publishing Co., 1824-46 Stout Street, Denver, Colorado—6-70 FORM 88 UNIT—WYO.—COLO.

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 30th day of July, 1979, by and between Carl F. Vogel, Jacob Vogel, Marie Vogel, acting individually and with Power of Attorney for the ff: Emil Vogel, Edward Vogel, Ruben Vogel, Lydia Walker, Emma Hay, Ruth Richart, Jean Irene Dove, Dorothy Mae Miller, of 1019 Corey Street, Longmont, CO 80501 and CALVIN PETROLEUM CORPORATION, 555 17th Street, Denver, Colorado 80202, party of the first part, hereinafter called lessor (whether one or more) and Ten (\$10.00) and more, party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of \_\_\_\_\_ Dollars, in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Weld County, State of Colorado, to-wit: \_\_\_\_\_

Township 2 North, Range 68 West Section 6: SE 1/4

Cont. Four (4) 160.0 acres, more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of ~~XX~~ years from this date (called "primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

- 1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth (1/8) royalty the market price for oil of like grade and gravity prevailing in the field where produced on the day such oil is run into the pipe line, or into storage tanks.
2. The lessee shall pay lessor, as royalty, one-eighth (1/8) of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not used or sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well.
3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any other product a royalty of one-eighth (1/8) of the market value, at the mouth of the well, payable monthly at the prevailing market price.
4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in

First National Bank at Longmont, Colorado 80501

or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land, the sum of One Hundred Sixty \* \* and no/100 \* \* \* \* \* (\$160.00) Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said date. In like manner and upon like payments or tenders the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease.

- 5. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount above herein provided; and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.
6. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.
7. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor. When requested by lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops on said land. Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casing.
8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the terms of years herein first mentioned.
9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.
10. If the lease premises shall hereafter be owned in severalty, or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, on an acreage basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee hereof shall make due payment of said rentals.
11. If at any time there be as many as six parties (or more) entitled to receive royalties under this lease, lessee may withhold payment thereof unless and until all parties designated in writing in a recordable instrument to be filed with the lessee a Trustee to receive all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.
12. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.
13. In the interest of conservation, the protection of reservoir pressures and the recovery of the greatest ultimate yield of oil, gas and other minerals, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.
14. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.
15. All rental payments which may fall due under this lease may be made to the above-named depository bank one of the above named lessors, in the manner herein stated.
16. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.
17. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.
18. All expressed and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.
19. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessees.
20. With respect to and for the purpose of this lease lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

Carl F. Vogel, Social Security #
Jacob Vogel, Social Security #

Marie Vogel, acting individually and with Power of Attorney, SS#

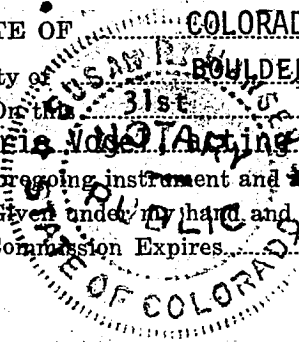
4.00L SEP-17-79 000430

STATE OF COLORADO }  
County of BOULDER } ss.

On this 31st day of July, 1979, before me personally appeared Carl F. Vogel, Jacob Vogel, Marie Vogel, ~~NOT Acting individually & with Power of Attorney~~ to me known to be the person S. described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal this 31st day of July, 1979.  
My Commission Expires April 29, 1982.

*Jessie R. Hansen*  
Notary Public.



ACKNOWLEDGMENT—MAN AND WIFE

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed, including the release and waiver of the right of homestead; the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
My Commission Expires \_\_\_\_\_

Notary Public.

MONTANA ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me \_\_\_\_\_ a notary public, personally appeared \_\_\_\_\_

Known to me to be the person whose name \_\_\_\_\_ subscribed to the within instrument, and acknowledged to me that \_\_\_\_\_ executed the same.

Witness my hand and official seal.

My Commission Expires \_\_\_\_\_ Notary Public within and for the State of \_\_\_\_\_

Residing at \_\_\_\_\_

COLORADO ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

Witness my hand and official seal.

My Commission Expires \_\_\_\_\_ Notary Public.

P. O. \_\_\_\_\_

No. \_\_\_\_\_  
OIL AND GAS LEASE  
FROM \_\_\_\_\_  
TO \_\_\_\_\_

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_\_ M., and duly recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, of the records of this office.

County Clerk—Register of Deeds.  
By \_\_\_\_\_ Deputy.

When recorded return to 400 76

Calvin Petroleum Corp.  
555 17th St  
Anacorda Tower #3315  
Denver, CO 80202

*Execution Copy*

**ASSIGNMENT, BILL OF SALE, AND CONVEYANCE**

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("*Assignment*"), dated effective June 20, 2017 (the "*Effective Date*"), is from TOP Operating Company, a Colorado corporation, ("*TOP*"), Rodney K. Herring, ("*RKH*"), and Murray J. Herring ("*MJH*," and collectively with TOP and RKH, the "*Assignors*") each of whose address is 3609 South Wadsworth, Suite 340, Lakewood, CO 80235, to Extraction Oil & Gas, Inc. ("*Assignee*"), a Delaware corporation, whose address is 370 17<sup>th</sup> Street #5300, Denver, CO 80202. Assignor and Assignee are each a "*Party*" and collectively the "*Parties*."

For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer, grant, bargain and convey to Assignee the Assets (as described below).

1. The term "*Assets*" shall include ALL of Assignors' right, title, and interest in and to the following, other than the Excluded Assets:

(a) the oil, gas, and other mineral leases described on Exhibit A (including all leasehold estates created thereby) ("*Leases*"), together with all rights in the lands and depths covered thereby or lands pooled or unitized therewith ("*Lands*");

(b) all rights granted under the Leases related to the use of the surface and subsurface of the Lands and necessary for the development, production and operation of the Leases;

(c) the agreements specifically identified on Exhibit B (the "*Contracts*"); and

(d) the files, records, land surveys, data and other information maintained by or in the possession of Assignors or their affiliates relating to the ownership and operation of the Assets, including accounting files, lease files, land contract files, well files, Hydrocarbon sales contract files, gas gathering, compression, treating, transportation, storage and processing files, division order files, title records (including abstracts of title, title opinions and title curative documents), correspondence, operations records and environmental records; in each case, to the extent the same are not part of the Excluded Assets ("*Records*").

2. Excluded from the Assets shall be all of Assignors' right, title, and interest in the following ("*Excluded Assets*"):

(a) all wells located on the Leases that are described on Exhibit C (the "*Excluded Wells*") and all (A) rights in Assets solely to the extent necessary for the plugging back, reworking, or recompletion of the Excluded Wells, and any perforation or stimulation thereof; (B) the rights in and to the Leases but only insofar as the Leases cover the existing wellbore of the Excluded Wells as of the date of the Exchange Agreement; (C) all personal property and fixtures associated with the Excluded Wells, including without limitation the following: all tubing, casing, and other equipment in the wellbore, wellhead equipment and surface production facilities; (D) all rights in any Contracts only insofar as Contracts pertain to the wellbore of the Excluded Wells; and (E) all Hydrocarbons produced from the Excluded Wells associated with or attributable to the Leases;

(b) rights, claims, and causes of action (including warranty and similar claims, indemnity claims, and defenses) whether arising before, on, or after the Effective Date to the extent such rights, claims, and causes of action relate to any of the Retained Liabilities or any of Assignors' indemnity obligations under the Exchange Agreement;

(c) accounts receivable that are attributable to the Excluded Assets or that are attributable to the Leases if accruing before the Effective Date;

(d) contracts of insurance;

(e) claims for refunds of taxes attributable to Assignors or other costs or expenses borne by Assignors or Assignors' predecessor(s) in interest and title that are attributable to the Excluded Assets or the Leases for periods prior to the Effective Date;

(f) all seismic records, gravity maps, gravity meter surveys, seismic surveys, well logs, and other similar geological or geophysical surveys or data covering any portion of the Leases or Lands, including any processed or reprocessed data;

(g) documents and instruments, including any of the Records that are (1) subject to legal privilege (such as the attorney-client privilege or work product doctrine) or unaffiliated third-Person contractual restrictions on disclosure or transfer for which a waiver has not been obtained, (2) interpretative or subjective data, (3) personnel information, and (4) income tax information;

(h) (1) the Master Contract entered into effective August 8, 2012, between TOC and the City of Longmont, Colorado, and any amendments thereto, (2) the Operator's Agreement entered into effective July 17, 2012, between TOC and the City of Longmont, Colorado, and any amendments thereto, and (3) the Royalty Account entered into between TOC and the City of Longmont, Colorado, and any amendments thereto; together with any and all rights as may be necessary or incidental to TOC exercising the right and interest granted to TOC under the terms of the Master Contract, the Operator's Agreement and Royalty Account;

(i) the overriding royalty interests, fee mineral rights, production payments or other interests located or pertaining to Designated Area A, if any;

(j) an overriding royalty interest ("ORRI") burdening the Leases in an amount equal to the difference, if any, between twenty percent (20.0%) and the total of all existing lease burdens, including, but not limited to royalties, overriding royalties, production payments and other similar burdens as of the effective date of this Agreement. If the interest in the leasehold estate created by any Lease is less than the entire leasehold estate in any tract of land covered by said Lease, then the ORRI shall be reduced in the proportion that the interest of TOP in that leasehold estate bears to the entire leasehold estate; and

(k) all other assets and rights of Assignors that are not specifically described as part of the Assets in Section 1.

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

A. Special Warranty of Title. Assignors hereby agree to warrant and defend Defensible Title to the Leases unto Assignee, its successors and assigns, from and against all persons whomsoever



lawfully claiming or to claim the same or any part of by, through, and under Assignors or their affiliates (to the extent any such affiliate was a predecessor in the chain of title to, or currently holds title to a Lease), but not otherwise.

B. Subrogation. To the extent permitted by law, Assignee shall be and is subrogated to Assignors' rights in and to all representations, warranties and covenants heretofore given or made by Assignors' predecessors in title with respect to the Assets. Assignors hereby grant and transfer to Assignee, its successors and assigns, to the extent so transferable and permitted by law, Assignors' benefit of and right to enforce the covenants, representations and warranties, if any, which Assignors are entitled to enforce with respect to the Assets.

C. Entire Understanding; Exchange Agreement. This Assignment supersedes all other prior written or oral agreements, except the Exchange Agreement dated effective April \_\_, 2017 (the "*Exchange Agreement*"), which this Assignment is made subject to. If there is a conflict between the terms of this Assignment and the terms of the Exchange Agreement, the terms of the Exchange Agreement will control to the extent of the conflict. Assignors and Assignee intend that the terms of the Exchange Agreement not merge into the terms of this Assignment. There are no oral agreements between the Parties not set out in writing. All capitalized terms used but not defined herein have the meanings given them in the Exchange Agreement.

D. Further Assurances. Upon request by Assignee hereafter, Assignors agree to execute, acknowledge and deliver to Assignee any additional conveyances, instruments, notices, division orders, transfer orders, authorizations, agencies, consents, documents requested by purchasers of productions, agencies of the government or other parties and to do any other acts and things which may be necessary to effectuate the purposes of this Assignment.

E. Governmental Forms. Assignors or Assignee may execute separate governmental form assignments of the Assets on officially approved forms, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Assets conveyed herein.

F. Successors and Assigns. The provisions hereof shall be covenants running with the land and shall inure to the benefit of and be binding upon Assignors and Assignee, and their respective successors and assigns.

G. Governing Law. This Assignment and the transactions contemplated hereby shall be construed in accordance with, and governed by, the laws of the state of Colorado without reference to the conflict of laws principles thereof that would require the application of the laws of another jurisdiction.

H. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original.

I. Amendment and Waiver. This Assignment may be altered, amended, or waived only by a written agreement executed by the Parties. No waiver of any provision of this Assignment shall be deemed or shall constitute a waiver of any other provision of this Assignment (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

J. Exhibits. All exhibits attached hereto are hereby made part hereof and incorporated herein by this reference. References in such exhibits to instruments on file in the public records are notice


of such instruments for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the Assets are located.

*[Signature and acknowledgement pages follow.]*

EXECUTED by Assignors on the date of each Assignor's acknowledgment, to be effective for all purposes as of the Effective Date.

ASSIGNOR:

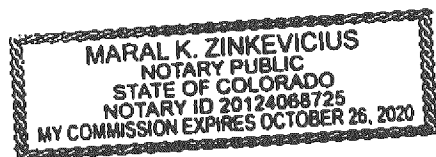
TOP OPERATING COMPANY

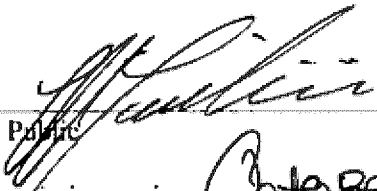
By:   
Name: Rodney R Herring  
Title: President

STATE OF Colorado )  
)ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me on June 28, 2017, by Rodney Herring as  
of TOP Operating Company, a Colorado corporation, on behalf of said corporation

Witness my hand and official seal.



  
Notary Public  
My commission expires: October 26, 2020



S. M. H.

Murray X. Herring

*Murray Herring*

STATE OF Colorado )  
 )ss.  
COUNTY OF Douglas )

June 26th

The foregoing instrument was acknowledged before me on April \_\_, 2017, by Rodney K. Herring.

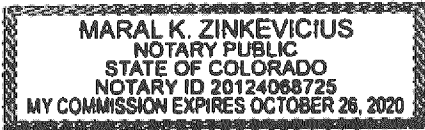
Witness my hand and official seal.

*Maral K. Zinkevicius*

Notary Public

My commission expires:


October 26, 2020



EXECUTED by Assignee on the date of Assignee's acknowledgment, to be effective for all purposes as of the Effective Date.

ASSIGNEE:

EXTRACTION OIL & GAS, INC.

By: 

Name: Matt Owens

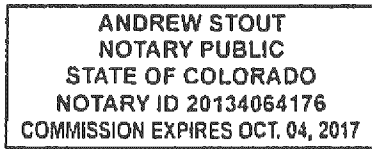
Title: President

STATE OF Colorado )  
 )  
 COUNTY OF Denver )

ss.

The foregoing instrument was acknowledged before me on ~~April~~<sup>June</sup> 27, 2017 by Matt Owens, as President of Extraction Oil & Gas, Inc., a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.





Notary Public

My commission expires: 10/04/2017

## EXHIBIT "A"

| Original Lessor   | Original Lessee              | Lease Date | Sec | TWN | RGE  | Legal Description  | County | Recording Reference |
|---|------------------------------|------------|-----|-----|------|--|--------|---------------------|
| Carl F. Vogel, Jacob Vogel, Marie Vogel, acting individually and with Power of Attorney for the ft. Emil Vogel, Edward Vogel, Ruben Vogel, Lydia Walker, Emma Hay, Ruth Richard, Jean Irene Dove, Dorothy Miss Miller | Calvin Petroleum Corporation | 7/30/1979  | 6   | T2N | R68W | SE¼  | Weld   | 1893420             |
| Dallas L. Schneider and Marjorie Ann Schneider, his wife  | Calvin Petroleum Corporation | 5/12/1982  | 6   | T2N | R68W | A tract of land situated in the SE¼ of said Section 6, described as follows: Beginning at the Southwest corner of said SE¼ of Section 6; thence North 518.73 feet along the West line of the SE¼ of Section 6 to the TRUE POINT OF BEGINNING; thence North 217.8 feet along the West line of said SE¼ of Section 6; thence East 200.0 feet at a right angle to the West line of said SE¼; thence South 217.8 feet parallel to the West line of said SE¼; thence West 200.0 feet to the TRUE POINT OF BEGINNING; and containing 1.00 acres, more or less.   | Weld   | 1892156             |
| Larry Brunk, a formerly married man   | Calvin Petroleum Corporation | 5/15/1982  | 6   | T2N | R68W | A tract of land situated in the SE¼ of Section 6, described as follows: Beginning at a steel pin marking the southwest corner of the SE¼ of said Section 6; thence north along the west line of the SE¼ of said Section 6 a distance of 1,886.17 feet to the TRUE POINT OF BEGINNING; thence south 66°29' east a distance of 223.0 feet; thence north 238.34 feet parallel to the west line of said SE¼ of Section 6; thence north 76°32' west 210.28 feet, more or less, to the west line of said SE¼; thence south 198.33 feet along said west line of the SE¼ of said Section 6 to the TRUE POINT OF BEGINNING. Thus described tract containing 1.00 acres, more or less. | Weld   | 1892157             |
| Maybelle R. Brunk, a widow  | Calvin Petroleum Corporation | 5/8/1982   | 6   | T2N | R68W | A tract of land situated in the SE¼ of Section 6, described as follows: Beginning at a steel pin marking the Southwest corner of the SE¼ of said Section 6; thence north along the west line of the SE¼ of said Section 6 a distance of 2084.50 feet to the TRUE POINT OF BEGINNING; thence south 76°32' east a distance of 210.28 feet; thence north 218.33 feet parallel to the west line of said SE¼ of Section 6; thence north 81°56' west 206.52 feet, more or less, to the west line of said SE¼; thence south 198.33 feet along said west line of the SE¼ of said Section 6 to the TRUE POINT OF BEGINNING, thus described tract containing 1.06 acres, more or less. | Weld   | 1892158             |
| Midwest Children's Home, Incorporated, a Colorado Corporation   | Calvin Petroleum Corporation | 5/17/1982  | 6   | T2N | R68W | That portion of the SE¼ described as follows: Beginning at a point where the north line of the public highway running east and west along the south side of said Section 6 intersects the west bank of the "Julia D. Coffin Lateral Ditch", said point being 1242 feet west and 30 feet north of the southeast corner of said Section 6; thence going north 208 feet; thence west along a line parallel to the south line of said section 208 feet; thence south 208 feet to the north line of said public highway; thence east along the north line of said public highway 208 feet to the point of beginning.  | Weld   | 1899098             |
| Ramona E. Helton and Presley E. Helton, wife and husband  | Calvin Petroleum Corporation | 7/18/1979  | 6   | T2N | R68W | SE¼ EXCEPTING THEREFROM the parcels of land described in the following recorded documents: Deed recorded February 1, 1967 in Book 578 Reception No. 1499786; Deed recorded September 5, 1967 in Book 585 Reception No. 1507438; Deed recorded April 20, 1967 in Book 580 Reception No. 1502444; Deed recorded April 1st 1969 in Book 607 Reception No. 1529388; Deed recorded June 6, 1969 in Book 610 Reception No. 1532426. FURTHER EXCEPTING from said SE¼ that parcel of land as deeded for school purposes by document recorded in Book 690 Page 27.  | Weld   | 1893418             |

EXHIBIT "A"

|  |                              |           |   |     |      |   |      |         |
|--|------------------------------|-----------|---|-----|------|---|------|---------|
| Sharon Bunting, a married woman, formerly known as Sharon Vargason, a single woman, and Loralee Bunting, her husband | Calvin Petroleum Corporation | 5/11/1982 | 6 | T2N | R68W | A tract of land situated in the Southeast ¼ of Section 6 described as follows: Beginning at a steel pin marking the Southwest corner of the SE¼ of said Section 6; thence North along the West line of the SE¼ of said Section 6 a distance of 2282.83 feet to the TRUE POINT OF BEGINNING; thence South 81°56' East a distance of 206.52 feet; thence North 190.33 feet parallel to the West line of said SE¼ of Section 6; thence North 81°56' West 206.52 feet more or less to the West line of said SE¼; thence South 198.33 feet along the West line of the SE¼ of said Section 6 to the TRUE POINT OF BEGINNING. Thus described parcel containing 0.94 acres, more or less. | Weld | 1893177 |
| Suzanne M. Hall, a formerly married person dealing in her sole and separate property                                 | Calvin Petroleum Corporation | 5/11/1982 | 6 | T2N | R68W | That part of the Northwest ¼ of the Southeast ¼ of Section 6 described as follows: Beginning at a point on the West line of the Southeast ¼ of said Section 6 from which the South Quarter Corner of said Section 6 bears South 1509.17 feet; thence North 377 feet along the West line of said Southeast ¼; thence South 69°29' East, 431.94 feet; thence South 255.64 feet parallel to the West line of said Southeast ¼ of said Section 6; thence North 32°40' West, 399.33 feet, more or less, to the point of beginning. The described tract containing 3.00 acres, more or less.  | Weld | 1892159 |
| Frederick W. Margheim and Dorothy M. Margheim, his wife  | Calvin Petroleum Corporation | 5/11/1982 | 6 | T2N | R68W | A tract of land situated in the Southeast Quarter (SE¼) of said Section 6 described as follows: Beginning at the Southwest corner of the southeast quarter of said Section 6; thence north 964.07 feet along the west line of said southeast quarter of Section 6 to the TRUE POINT OF BEGINNING; thence north 544.2 feet along the west line of said southeast quarter of Section 6; thence south 82°40' east, 399.33 feet; thence south 549.2 feet parallel to the west line of the southeast quarter of said Section 6; thence north 81°56' west 400.0 feet more or less to the TRUE POINT OF BEGINNING. Thus described tract containing five (5) acres, more or less.         | Weld | 1892165 |
| Gladys Helmer, a widow   | Calvin Petroleum Corporation | 7/18/1979 | 6 | T2N | R68W | SE¼, Excepting therefrom the parcels of land described in the following recorded documents: Deed recorded February 1, 1967 in Book 579 Reception No. 1499786; Deed recorded September 5, 1967 in Book 585 Reception No. 1507438; Deed recorded April 20, 1967 in Book 580 Reception No. 1528388; Deed recorded June 6, 1969 in Book 610 Reception No. 1532426; Further excepting from said SE¼ that parcel of land as deeded for school purposes by document recorded in Book 690 Page 27   | Weld | 1803419 |
| John Y. Mayeda and Betty K. Mayeda, husband and wife   | Calvin Petroleum Corporation | 5/24/1979 | 6 | T2N | R68W | SW4SW4, N2SW4   | Weld | 1793063 |
| John Y. Mayeda and Betty K. Mayeda, husband and wife   | Calvin Petroleum Corporation | 5/24/1979 | 6 | T2N | R68W | SE4SW4  | Weld | 1793063 |
| John Y. Mayeda and Betty K. Mayeda, husband and wife   | Calvin Petroleum Corporation | 5/24/1979 | 7 | T2N | R68W | NW¼   | Weld | 1793063 |
| John Y. Mayeda and Betty K. Mayeda, husband and wife   | Calvin Petroleum Corporation | 5/24/1979 | 7 | T2N | R68W | NW¼   | Weld | 1793063 |
| John Y. Mayeda and Betty K. Mayeda, husband and wife   | Calvin Petroleum Corporation | 5/24/1979 | 7 | T2N | R68W | NW¼   | Weld | 1793063 |
| John Y. Mayeda and Betty K. Mayeda, husband and wife   | Calvin Petroleum Corporation | 5/24/1979 | 7 | T2N | R68W | NW¼   | Weld | 1793063 |
| John Y. Mayeda and Betty K. Mayeda, husband and wife   | Calvin Petroleum Corporation | 5/24/1979 | 7 | T2N | R68W | NW¼   | Weld | 1793063 |
| John Y. Mayeda and Betty K. Mayeda, husband and wife   | Calvin Petroleum Corporation | 5/24/1979 | 7 | T2N | R68W | NW¼   | Weld | 1793063 |
| John Y. Mayeda and Betty K. Mayeda, husband and wife   | Calvin Petroleum Corporation | 5/24/1979 | 7 | T2N | R68W | NW¼   | Weld | 1793063 |



## EXHIBIT "A"

| John Y. Mayeda and Betty K. Mayeda, husband and wife  | Calvin Petroleum Corporation   | 5/24/1979  | 7  | T2N | R68W | NW¼  | Weld | 1793063 |
|---|--|------------|----|-----|------|--|------|---------|
| Kim Collins and Carol R. Collins  | Calvin Petroleum Corporation   | 3/28/1982  | 7  | T2N | R68W | That portion of the NW¼SW¼ lying N. of the C.B.&O. Railroad right of way and described as follows: Beg. at the NW corner of the SW¼ of said Sec. 7; thence S. 17.2 ft. along the W. line of Sec. 7; thence S. 71°26' E. 207.6 ft. along the N. line of the C.B.&O. Railroad right of way; thence S. 89°43' E. 2577.9 ft. along the N. line of said right of way; thence N. 0°13' E. 1094.4 ft. along the E. line of the SW¼ of Sec. 7 to the NE. corner of the SW¼ of said Sec. 7; thence S. 88°21' W. along the N. line of the SW¼ of said Sec. 7; 2604 ft. more or less to the point of Beg. | Weld | 1889870 |
| The Collins Family Trust, Fenton Bain, Esq., Trustee  | Calvin Petroleum Corporation   | 3/29/1982  | 7  | T2N | R68W | Sec. 7 All that portion of the W¼SE¼ of Section 7 lying North of the Burlington Northern Railroad right of way   | Weld | 1893669 |
| Tenaka Brothers, a Partnership  | Calvin Petroleum Corporation,<br>John D'Iorio, Jr. and George Tenaka | 4/11/1977  | 7  | T2N | R68W | All that part of the SE¼ lying and being situate South of the C&O Railroad right-of-way  | Weld | 1722852 |
| J. Earl Schlupp and Vivian D Schlupp, husband and wife, and Gordon A. Starbuck and Marguerite S. Starbuck, husband and wife | Calvin Petroleum Corporation   | 2/28/1979  | 7  | T2N | R68W | SW¼, except, however, that portion of the NW¼SW¼ lying north of the Burlington Northern Railroad right-of-way  | Weld | 1784510 |
| Jean Craig Evans, a widow   | Calvin Petroleum Corporation   | 5/10/1978  | 7  | T2N | R68W | NE¼, all those lands lying and being situate north and east of the Union Reservoir Outlet D in the NE corner of the W¼SE¼ of said Section 7; E¼SE¼ less and except that portion of the SE¼ of the SE¼ of said Section 7 lying and being southerly from the center line of the Denver, Utah, and Pacific Railroad Company (now known as the Burlington Northern Railroad Company) (now known as the Burlington Northern Railroad Company); said exception containing 8 acres more or less   | Weld | 1781570 |
| Jean Craig Evans, a widow   | Calvin Petroleum Corporation   | 5/10/1979  | 7  | T2N | R68W | Sec. 7, SE¼SE4, less and except that portion of the SE¼ of the SE¼ of said Section 7 lying and being southerly from the center line of the Denver, Utah, and Pacific Railroad Company (now known as the Burlington Northern Railroad Company); said exception containing 8 acres more or less  | Weld | 1791570 |
| E. Max Serafini and Doris Ann Serafini, husband and wife  | Calvin Petroleum Corporation   | 6/28/1978  | 7  | T2N | R68W | Sec. 7, that portion of the SE¼SE4 lying and being southerly from the center line of the Denver, Utah, and Pacific Railroad Company (now known as the Burlington Northern Railroad Company); said exception containing 8 acres more or less  | Weld | 1797292 |
| Jean Craig Evans, a widow   | Calvin Petroleum Corporation   | 5/10/1979  | 8  | T2N | R68W | W¼SW¼  | Weld | 1791570 |
| Charles R. Hayes and Sheril J. Hayes  | Calvin Petroleum Corporation   | 12/12/1980 | 8  | T2N | R68W | S¼NW¼, NE¼SW¼  | Weld | 1846801 |
| George M. McCaslin and Lillian M. McCaslin, husband and wife  | Calvin Petroleum Corporation   | 8/25/1980  | 8  | T2N | R68W | That portion of the tract described in the document recorded in Book 622, Reception 1544313 lying in Section 8   | Weld | 1835642 |
| E. Max Serafini and Doris Ann Serafini, husband and wife  | Calvin Petroleum Corporation   | 6/28/1979  | 17 | T2N | R68W | Sec. 17, SW4NW4, W2SE4NW4  | Weld | 1797292 |
| E. Max Serafini and Doris Ann Serafini, husband and wife  | Calvin Petroleum Corporation   | 6/28/1979  | 17 | T2N | R68W | Sec. 17, All that part of the NW¼NW4, lying southerly from the centerline of the Denver, Utah & Pacific Railroad Company (aka Burlington Railroad Company)   | Weld | 1797292 |
| Jean Craig Evans, a widow   | Calvin Petroleum Corporation   | 5/10/1979  | 17 | T2N | R68W | All that portion of the NW¼ of the NW¼ of said Section 17 lying and being northerly of the center line of the Denver, Utah and Pacific Railroad Company (now known as the Burlington Northern Railroad) containing 26 acres more or less   | Weld | 1791570 |

EXHIBIT "A"

|  |   |           |    |     |      |  |      |         |
|--|---|-----------|----|-----|------|--|------|---------|
| Jean Craig Evans, a widow                                | Calvin Petroleum Corporation  | 5/10/1979 | 16 | T2N | R68W | All that portion of the NE¼ of the NE¼ of the NE¼ of said Section 18 lying northerly of the center line of the Denver, Utah and Pacific Railroad Company (now known as the Burlington Northern Railroad Company), containing 0.54 acres more or less | Weld | 1791570 |
| E. Max Serafini and Doris Ann Serafini, husband and wife | Calvin Petroleum Corporation  | 6/28/1979 | 18 | T2N | R68W | Sec. 18 That portion of Captioned Land lying in the NE4NE4   | Weld | 1797292 |
| E. Max Serafini and Doris Ann Serafini, husband and wife | Calvin Petroleum Corporation  | 6/28/1979 | 16 | T2N | R68W | Sec. 18: That portion of Captioned Land lying outside the NE4NE4   | Weld | 1797292 |
| Tarska Brothers, a Partnership                           | Calvin Petroleum Corporation,<br>John D'Inno, Jr and George<br>Tascha | 4/11/1977 | 18 | T2N | R68W | NW¼, less and except the North 300' of the West 600' thereof, and the W¼NE¼  | Weld | 1722852 |
| Joe D. Meglente and Bobbela J Meglente, husband and wife | Van K. Bullock  | 5/7/1981  | 18 | T2N | R68W | Sec. 18: The North 300' of West 600' of the NW¼  | Weld | 1658119 |

**EXHIBIT B**

**TOP Contracts**

1. Joint Operating Agreement dated September 17, 1979, between Calvin Petroleum Corporation, as Operator, and George Taoka, John DiTirro, M.J. Herring, James M. Martin, and John R. Calvin, as Non-Operators
2. Joint Operating Agreement dated October 19, 1982, between Calvin Petroleum Corporation, as Operator, and George Taoka, John DiTirro, Jr., Murray J. Herring, Ltd., James M. Martin, Ronald K. Wormus, and Macy Resources, a Partnership, as Non-Operators. (JOA covers the Evans #6 and Powell #1 wells)
3. Joint Operating Agreement dated July 5, 1981, between Calvin Petroleum Corporation, as Operator, and George Taoka, John DiTirro, Jr., James M. Martin, M.J. Herring, Rod Herring, Van Bullock, and Ronald K. Wormus, as Non-Operators. (JOA covers the Serafini Gas Unit 1, Sherwood #1, Sherwood #2, and the City of Longmont #1)
4. Joint Operating Agreement dated August 22, 1983, between Barrett Energy Company, as Operator, Excel Energy Corporation, Zenith Drilling Corporation, Alarado Resources, Limited, Calvin Petroleum Corporation, Barry L. Snyder, Stephen B. Evans, Ted E. Amsbauch, James M. Martin, George Taoka, John DiTirro, Jr., Emerex Oil Co., Murray J. Herring, Ltd., Ronald K. Wormus, Macy Resources, a partnership, Stephen Tracy, and Alarado Corporation.

**EXHIBIT C****Excluded Wells**

| <b>Wells</b>        | <b>API No.</b> | <b>Well Location</b>             | <b>Status</b> |
|---------------------|----------------|----------------------------------|---------------|
| Mayeda 1            | 05-123-09796   | T2N-R68W – Sec. 6: SESW          | PA            |
| John Y Mayeda No. 2 | 05-123-11075   | T2N-R68W – Sec. 6: SESW          | Producing     |
| Evans 6             | 05-123-20093   | T2N-R68W – Sec. 7: NESE          | Producing     |
| Powell 1            | 05-123-10814   | T2N-R68W – Sec. 7: SESE          | Producing     |
| Longmont 8-10K      | 05-123-18510   | T2N-R68W – Sec. 8: SESE          | Producing     |
| Sherwood 1          | 05-123-23886   | T2N-R68W – Sec. 18: SENW (Lot 1) | Producing     |
| Sherwood 2          | 05-123-23908   | T2N-R68W – Sec. 18: NENW (Lot 1) | Producing     |
| Serafini Gas Unit 1 | 05-123-10290   | T2N-R68W – Sec. 18: NENE         | Producing     |
| City of Longmont 1  | 05-123-23019   | T2N-R68W – Sec. 18: SWNE         | Producing     |



2<sup>nd</sup> Attempt  
DIVISION ORDER

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

Date: November, 2019

Analyst: A. Nguyen

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

Production Type:  Oil  Gas  Other

| Owner Number | Owner Name & Mailing Address  | Tax Identification | Interest Type | Interest Decimal |
|--------------|---|--------------------|---------------|------------------|
| 47730        | Alvena L. Vogel Deceased<br>928 HOVER RIDGE CIR<br>LONGMONT, CO 80501 | MUST PROVIDE       | RI            | See Reverse Side |

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by Extraction Oil and Gas, Inc. ("Payor").

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective within 60 days of notification from Payee.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify, defend and hold harmless and reimburse Payor from and against any and all claims and causes of action of any kind, including attorneys' fees and costs arising from such claims or causes of action, brought by or which may in the future be brought by any person who is or claims to be entitled to assert a claim for any amount attributable to an interest to which the undersigned is not entitled. The undersigned agrees to reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100.00, or pay annually, whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the Lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the Laws of the state in which the property is located.

A facsimile or scanned copy of a signed copy of this Division Order shall be deemed an original.

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.

Owner(s) Signature: \_\_\_\_\_

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

Change of Address Request:

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Old Mailing Address: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone Number (optional): \_\_\_\_\_

New Mailing Address: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Email Address (optional): \_\_\_\_\_

\_\_\_\_\_



| Well # | Well Name                   | Well API   | Well Spacing   | Unit Acres | Pay code | Decimal Interest |
|--------|-----------------------------|------------|--|------------|----------|------------------|
| 2895   | RINN VALLEY WEST 18N-25-02C | 0512347474 | 2N 68W, SEC 6: S/2, SEC 7:<br>ALL, SEC 18: N/2, SE/4 | 1433.935   | SID      | 0.00063028       |
| 2896   | RINN VALLEY WEST 18N-25-03N | 0512347471 | 2N 68W, SEC 6: S/2, SEC 7:<br>ALL, SEC 18: N/2, SE/4 | 1433.935   | SID      | 0.00063028       |
| 2897   | RINN VALLEY WEST 18N-25-04N | 0512347481 | 2N 68W, SEC 6: S/2, SEC 7:<br>ALL, SEC 18: N/2, SE/4 | 1433.935   | SID      | 0.00063028       |

**Paycode Legend**

- M = Account is current for this well and in PAY status
- SDO = We require this executed Division Order in order to release funds for this well.
- SID = We require this signed Division Order and a W-9 form to release funds for this well.
- ST = Your account is in title suspense and needs resolution before payment can be made.