UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
EXTRACTION OIL & GAS, INC., *et al.*,[1] Debtors.	Case No. 20-11548 (CSS)
	Jointly Administered
EXTRACTION OIL & GAS, INC.,	Adversary Proceeding
Plaintiff,	Case No. 20-50839 (CSS)
v.	**Re: Adv. D.I. 12, 19**
ELEVATION MIDSTREAM, LLC,	
Defendant.	

NOTICE OF FILING OF PROPOSED REDACTED VERSION OF THE BRIEF IN SUPPORT OF DEFENDANT'S CROSS-MOTION FOR SUMMARY JUDGMENT

PLEASE TAKE NOTICE that, pursuant to Rule 9018-(d)(ii) of the Local Rules of Bankruptcy Practice and Procedures of the United States Bankruptcy Court for the District of Delaware, Elevation Midstream, LLC ("Elevation") has today filed the attached proposed redacted version of the *Brief in Support of Defendant's Cross-Motion for Summary Judgment*[2] with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Wilmington, Delaware 19801.

[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 ("8 North") (0904); Axis Exploration, LLC ("Axis") (8170k); 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 ("XTR") (5624). The location of the Debtors' principal place of business is 370 17th Street, Suite 5300, Denver, Colorado 80202.

[2] In connection herewith, Elevation filed the *Motion of Elevation Midstream, LLC for Entry of an Order Authorizing Elevation Midstream, LLC to File Under Seal Certain Confidential Information in the (I) Defendant's Answer to Complaint for Declaratory Judgment; (II) Brief in Support of Defendant's Cross-Motion for Summary Judgment; and (III) Objection of Elevation Midstream, LLC and GSO EM Holdings LP to the Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases* [D.I. 19].

2011548200916000000000008

Dated: September 15, 2020
Wilmington, Delaware

Respectfully submitted,

By: */s/ Travis J. Cuomo*

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EXTRACTION OIL & GAS, INC. Plaintiff,	)	Adversary Proceeding Case No. 20-50839(CSS)
v.	)	
ELEVATION MIDSTREAM, LLC Defendant.	)	

BRIEF IN SUPPORT OF DEFENDANT'S CROSS-MOTION FOR SUMMARY JUDGMENT

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Dated: September 10, 2020

[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 ("8 North") (0904); Axis Exploration, LLC ("Axis") (8170k); 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 ("XTR") (5624). The location of the Debtors' principal place of business is 370 17th Street, Suite 5300, Denver, Colorado 80202.

Docket No. 12
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Elevation Midstream, LLC ("Elevation") respectfully moves the Court to grant summary judgment on Extraction Oil & Gas, Inc.'s ("Extraction") declaratory judgment claims and enter an order that the Gathering Agreements between Extraction and Elevation,[2] run with the land:[3]

NATURE AND STATE OF THE PROCEEDINGS

1. The Court has jurisdiction over these jointly administered Chapter 11 cases and this adversary proceeding pursuant to 28 U.S.C. §§ 157 and 1334. This adversary proceeding is a core proceeding pursuant to 28 U.S.C. § 157. On August 10, 2020, in the main bankruptcy case, Extraction filed its Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases (the "Rejection Notice," D.I. #14), concerning the three Gathering Agreements between Elevation and Extraction, as ratified by certain other Debtors. On September 4, 2020 Extraction initiated this Adversary Proceeding against Elevation by filing its Complaint for Declaratory Judgment, seeking a declaration that the Gathering Agreements do not create covenants that run with the land.

SUMMARY OF ARGUMENT

2. Under applicable Colorado law, a covenant runs with the land if two elements are present: (1) the parties intended the covenants to run with the land, and (2) the covenants touch and concern the land. Extraction does not contest intent, nor could it as the express language of the Gathering Agreements is clear that the covenants run with the land and bind successors and

[2] The three agreement collectively referred to herein as the "Gathering Agreements" include: (1) the Gas Gathering and Compression Agreement; (2) the Crude Oil Gathering and Stabilization Agreement; and (3) the Produced Water Gathering Agreement, each between Elevation and Extraction, dated July 3, 2018, and amended September 20, 2018, April 18, 2019, and December 16, 2019. Ex. 1, 2, 3, 4, 5, 6. An invalid fourth amendment was purportedly executed by Extraction and Elevation on March 15, 2020. As detailed in the Addendum to Proof of Claim of Elevation Midstream, LLC, which Elevation incorporates herein, this purported fourth amendment was invalid for multiple reasons, including without limitation due to the fact that GSO EM Holdings LP ("GSO") did not consent to it (as expressly required under Exhibit A, Section XVI(f) of the Gathering Agreements) and it was not approved by the Elevation Board of Directors, among other reasons. However, the validity of this document has no impact on if the Gathering Agreements run with the land.

[3] In the main bankruptcy case, Elevation is contemporaneously submitting its Objection to the Rejection Notice (the "Objection"). GSO, which owns 99.99% of the Common Units and 100% of the Preferred Units of Elevation, Declaration of Anindya Mishra ¶ 1, joins with Elevation in the Objection, and supports this Cross-Motion for Summary Judgment. Elevation and GSO may be referred to collectively herein as the "Elevation Parties."

assigns. Other documents—including twenty-four publicly filed Memoranda of Agreement and a separate Ratification Agreement—also confirm intent.

3. The covenants in the Gathering Agreements also touch and concern the land. Extraction admits this by acknowledging that a critical component of the Gathering Agreements—the "Drilling Commitment," by which Extraction agreed to drill hundreds of wells—touches and concerns the land. The Drilling Commitment was the most important requirement to GSO. Without it, GSO would not have invested hundreds of millions of dollars. This is sufficient by itself to establish that the Gathering Agreements touch and concern the land. Other covenants, as discussed herein, do as well. Among other things, Extraction (i) dedicated to Elevation the Dedicated Interests (which, as defined below, include lands, mineral interests, easements, leases, wells, and the oil, gas and water *therein and thereunder* in the Dedicated Area[4]); (ii) agreed to the Delivery Obligation (which, as defined below, obliges Extraction to deliver to Elevation all of the oil, gas, and produced water from the Dedicated Area); and (iii) granted easements and rights-of-way to Elevation upon all of the lands in the Dedicated Area in connection with the gathering, compression and stabilization systems, along with related pipelines, infrastructure, equipment, fixtures, and improvements (collectively, the "Midstream Facilities") used to gather, process, and transport oil, gas, and water on, under, and through the Dedicated Area.

4. Finally, while privity of estate is not a requirement under Colorado law, privity exists as to the Gathering Agreements, which bind successors and assigns and grant easements.

5. Therefore, the Court should grant summary judgment to Elevation on Extraction's claims, and enter a declaratory judgment that the Gathering Agreements run with the land.

[4] The "Dedicated Area" means "the Hawkeye Dedicated Area and the Broomfield Dedicated Area," described in Exhibit C to the Gathering Agreements. Ex. 1, 2, 3 at Ex. A, §§ I(m), I(rr), I(ooo). Exhibit C details the specific geographic locations in the Broomfield and Hawkeye areas of Colorado that are being dedicated, identifying the land directly by township and range descriptions. Ex. 1, 2, 3 at Ex. C.

STATEMENT OF FACTS

A. Background Regarding Extraction's and Elevation's Operations

6. Extraction and its affiliates are oil and gas companies, operating in the "upstream" oil and gas sectors, focused on the acquisition, development and production of oil, natural gas and natural gas liquids reserves in the Colorado Rocky Mountain region. (Docket 20-11548, D.I. 14).

7. Elevation provides "midstream" services to Extraction in the Broomfield and Southwest Wattenberg areas of Colorado. Declaration of Anindya Mishra ("Dec.") ¶ 3. These services involve the gathering, stabilization and compression of hydrocarbons and produced water, to serve the development of Extraction's acreage in certain areas of Colorado. *Id.* Elevation (with Extraction's affiliate as its manager) designed and constructed the Midstream Facilities in Colorado necessary to provide services to Extraction in the Dedicated Area.[5] Dec. ¶ 21.

B. The Gathering Agreements

8. The three Gathering Agreements between Elevation and Extraction are: (1) the Gas Gathering and Compression Agreement (as amended, the "Gas Agreement," Ex. 1, 4, 5, 6); (2) the Crude Oil Gathering and Stabilization Agreement (as amended, the "Oil Agreement," Ex. 2, 4, 5, 6); and (3) the Produced Water Gathering Agreement (as amended, the "Water Agreement," Ex. 3, 4, 5, 6). Each Gathering Agreement is dated as of July 3, 2018, and GSO consented (which consent was expressly required by each of the Gathering Agreements) to three amendments. Ex. 1-6. The Gathering Agreements are each governed by Colorado law. Ex. 1, 2, 3 at Ex. A, § XII.[6]

9. The Gathering Agreements are part of an investment made by GSO in 2018 after Extraction sought third party investors to fund the costs to construct and install the Midstream

[5] Notably, the Midstream Facilities were built in advance of Extraction fulfilling its drilling obligations and in anticipation of and in reliance on Extraction adhering to its obligations under the Gathering Agreements. Dec. ¶ 21.

[6] Each Gathering Agreement runs for a 15 year term, continued year-to-year unless terminated. Ex. 1, 2, 3, at Ex. A, § VIII.

Facilities in the Broomfield, Southwest Wattenberg, and Hawkeye areas of Colorado. Dec. ¶¶ 3-4. GSO understood the investment to enable Extraction to focus its capital dollars on the drilling and completion of its wells, while using third party capital (specifically, that of GSO) to fund the construction of the Midstream Facilities. *Id.* The Gathering Agreements, among other things, require Extraction to drill a defined number of wells by the end of 2022; expressly dedicated to Elevation the lands, mineral interests, easements, leases, and wells in specific areas of Colorado; required Extraction to deliver to Elevation all crude oil, gas, and produced water in those areas; provided easements to Elevation; and assigned and conveyed to Elevation a servitude in the nature of a real covenant which touches and concerns the land. Ex. 1, 2, 3 at §§ 2.1, 2.4, Ex. A, § XV(c), Ex. F. These covenants were critical to GSO agreeing to invest in Elevation. Dec. ¶ 21.

10. The Gathering Agreements require Elevation to design, construct, own, operate, and maintain the Midstream Facilities, including all related appurtenances and facilities, in order to gather, stabilize, and compress Extraction's oil, gas, and produced water from the Dedicated Interests. Ex. 1, 2, 3 at § 3.1. Pursuant to the Gathering Agreements, Elevation constructed the Midstream Facilities, and commenced moving the crude oil, natural gas and water through certain of the Midstream Facilities in October 2019. Dec. ¶¶ 3, 21. Without access to the Midstream Facilities, there is no reasonably available alternative for Extraction to gather, compress, stabilize, or transport the oil, gas and water in the area, or market such hydrocarbons. Dec. ¶ 28.[7]

11. The Gathering Agreements are necessarily related to Extraction's oil and gas leases in the Broomfield and Hawkeye areas of Colorado. Dec. ¶ 25. Based on Elevation's

[7] Extraction admitted in its most recent Form 10-K that gathering, stabilization and compression facilities are needed for it to process and deliver hydrocarbons and water and that it "rel[ies] (and expect[s] to rely in the future) on facilities developed and owned by third parties in order to store, process, transmit and sell our oil and gas production." Ex. 16 at 34, *available at* https://ir.extractionog.com/static-files/52d890b8-4786-456f-b116-c6fe9fae47ec. The Elevation Parties request that the Court take judicial notice of Extraction's 2019 10-K. FED. R. EVID. 201.

understanding, Elevation's Midstream Facilities gather approximately 25% of Extraction's total production and that percentage of overall production is expected to grow materially over the next few years as Extraction's development activities are likely to increase materially in the Dedicated Area in relation to the other assets of Extraction. *Id.* Further, Extraction's assets within the City of Broomfield are subject to a myriad of unique development requirements and considerations, including Extraction's obligations to adhere to the terms and conditions of the Amended and Restated Oil and Gas Operator Agreement between Extraction and the City and County of Broomfield, dated October 24, 2017 (the "Broomfield OA"). Ex. 15.[8] The requirements to use facilities essentially identical to the ones Elevation eventually constructed pursuant to the Gathering Agreements was a critical component of the City of Broomfield approving the Broomfield OA. Extraction is required to "utilize pipelines" under the Broomfield OA, Ex. 15 at § 13, and the specific geographic locations where pipelines are to be built and easements are located are set forth therein. That agreement also includes an Easement Grant and Surface Use Agreement that the City entered into with Extraction with respect to the pipeline facilities. Ex. 15 at Ex. F, Ex. H.[9] The locations of flowline and pipeline easements may only be changed with the City's agreement. *Id.* Extraction also assigned to Elevation easements and rights-of-way pursuant to which Elevation relied to lay its pipe and construct the Midstream Facilities. Ex. 12. Extraction is contractually required to use the pipelines placed in the Dedicated Area (where the Midstream Facilities are located) to flow its product, without utilizing trucks.[10] Dec. ¶¶ 25-26.

[8] *Available at* https://www.broomfield.org/DocumentCenter/View/25064/Resolution-2017-186-and-Agreement?bidId=

[9] Exhibit A to the Easement Grant sets forth the exact pipeline route over the land that Extraction is required to use. Ex. 15 at Ex. F. Extraction is granted a right to use the surface at designated locations. Ex. 15 at H.

[10] The Broomfield OA requires Extraction to minimize trucking. Ex. 15 at Ex. B. Natural gas cannot be trucked in any event, and must be flowed in pipelines. Dec. ¶ 29. Accordingly, any trucking alternatives pursued by Extraction in the future, even if actually allowed by the City of Broomfield, necessarily fails to account for natural gas.

LEGAL STANDARD

12. Rule 56 of the Federal Rules of Civil Procedure 56, made applicable by Rule 7056 of the Federal Rules of Bankruptcy Procedure, requires the granting of summary judgment when the moving party demonstrates that there are no genuine issues of material fact in dispute and that it is entitled to judgment as a matter of law. FED. R. CIV. P. 56(c). "The standard for granting summary judgment on a request for a declaratory judgment is the same as for any other type of relief." *Cloverland-Green Spring Dairies, Inc. v. Pennsylvania Milk Mktg. Bd.*, 298 F.3d 201, 210 n.12 (3d Cir. 2002). A moving party on summary judgment bears the initial burden of making a prima facie showing of entitlement as to the relief sought. *Celotex Corp. v. Catrett*, 477 U.S. 317, 327 (1986). The burden then shifts to the non-moving party to "go beyond the pleadings" and "designate 'specific facts showing that there is a genuine issue for trial.'" *Id.* at 324.

ARGUMENT

13. Extraction seeks a declaration that the Gathering Agreements do not contain covenants running with the land, in order to seek to reject them pursuant to 11 U.S.C. § 365(a). Pursuant to applicable Colorado law, however, the Gathering Agreements contain real property covenants that run with the land. Therefore, summary judgment should be granted in favor of Elevation that the Gathering Agreements as a whole run with the land.

I. COLORADO LAW APPLIES TO DETERMINE IF THE GATHERING AGREEMENTS RUN WITH THE LAND.

14. Whether a covenant is a real property covenant is determined by the state law where the real property at issue is situated. *See In re Alta Mesa Res., Inc.*, 613 B.R. 90, 98 (Bankr. S.D. Tex. 2019) ("When a dispute focuses on real property, the Court ordinarily applies the law of the state where the real property is situated."); *see also In re Brannon*, 476 F.3d 170, 176 (3d Cir. 2007) ("[W]e generally turn to state law for the determination of property rights in the assets of a

bankrupt's estate." (quotations omitted)). "Property interests are created and defined by state law." *Butner v. United States*, 440 U.S. 48, 54 (1979).

15. Here, the Gathering Agreements are governed by Colorado law. Ex. 1, 2, 3 at Ex. A, § XIII. The real property at issue is located in the Dedicated Area in Colorado, along with the mineral interests, easements, leases, wells, and oil, gas, and water located therein, as well as Elevation's Midstream Facilities. Dec. ¶ 3. Extraction acknowledges this. D.I. 1 at ¶¶ 40, 42.

II. THE GATHERING AGREEMENTS RUN WITH THE LAND UNDER COLORADO LAW.

16. Under Colorado law, a covenant concerning property may be real or personal. *See Reishus v. Bullmasters, LLC*, 409 P.3d 435, 440 (Colo. App. 2016). Personal covenants are only binding on the actual parties to the covenant. *Id.* at 440. In contrast, real property covenants "run with the land and burden or benefit successors in interest." *Lookout Mountain Paradise Hills Homeowners' Ass'n v. Viewpoint Assocs.*, 867 P.2d 70, 75 (Colo. App. 1993); *see also Cloud v. Ass'n of Owners, Satellite Apt. Bldg., Inc.*, 857 P.2d 435, 440 (Colo. App. 1992).

17. A real property covenant in Colorado is created based on two elements: (1) the intent of the parties to create a covenant that runs with the land and binds successors in interest; and (2) whether the covenant "touches and concerns" the land. *Reishus*, 409 P.3d at 440. The Gathering Agreements meet this test, in that they contain covenants and servitudes that are not merely personal but are binding on the parties' successors and assigns. Thus, the Gathering Agreements run with the land.

A. The intent of the parties to the Gathering Agreements was to create a covenant that runs with the land and bind all successors and assigns to those covenants.

18. Extraction does not contest that the parties properly expressed their intent that the Gathering Agreements, and the covenants contained therein, run with the land. Nor could it, as

the Gathering Agreements clearly state that the parties intended to create covenants running with the land, create real property interests and servitudes, and bind their successors and assigns.

19. Express contract language identifying the covenant as one running with the land is generally the most straightforward indication of intent. *See Reishus* 409 P.3d at 441 (noting intent was clear where the contract "explicitly state[d] that '[t]he provisions of this Agreement shall run with the Ranch, shall be binding upon and inure to the benefit of all Owners, their legal representatives, heirs, successors and assigns, and shall be in effect in perpetuity unless amended or terminated'"); *Cloud*, 857 P.2d at 440 (express language in covenant was dispositive of intent).

20. The intent of the parties is clear in the contract language that the Gathering Agreements, and the covenants and servitudes contained therein, run with the land. First, Section 2.4 of each Gathering Agreement, which is entitled "Covenant Running with the Land," provides:

> The Dedication and the Delivery Obligation, the grant of servitude hereinafter provided and other Property Rights and Producer's covenants under Section 2.3, together with all other related commitments in this Agreement and the matters set forth in GTC Section XV(a), GTC Section XV(b) and GTC Section XV(c) are not merely contract rights but are **covenants running with (and touching and concerning) all of the Dedicated Interests (including the underlying [Crude Oil/Gas/Water], lands, leases and wells)** and, in addition, are **binding upon the successors and assigns** of Dedicated Interests and/or Producer's [Crude Oil/Gas/Water]. Producer acknowledges and agrees that the Dedication and Delivery Obligation made hereunder **assigns and conveys to Elevation** a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns, without which, Elevation would be unwilling to enter into or perform under this Agreement.

Ex. 1, 2, 3 at § 2.4 (emphases added). As defined below, the Dedication and Delivery Obligation include the underlying crude oil, gas, water, lands, leases, easements, and wells. This provision unambiguously confirms the parties' intent to create real property covenants that run with the land.

21. Moreover, other provisions in the Gathering Agreements confirm the parties' intent and understanding that the covenants run with the land and burden successors and assigns as well:

- Section 2.1 defines the rights dedicated and committed to Elevation as the "Property Rights," which includes the Dedication (of the Dedicated Interests in the lands, mineral interests, easements, leases, wells and products), the Delivery Obligation (all of the crude oil, gas, and water from the land and mineral estate), and the servitudes (*i.e.*, covenants that run with the land) [11] in the Dedicated Interests.

- Section 2.1 and Exhibit A, Section XII further bind Extraction's existing and future Affiliates holding any Dedicated Interests to the creation of the Property Rights, bind successors and assigns, and require assignees to ratify and assume the obligations under the Gathering Agreements.

- Section 2.3(a) and Section 9.3 of the Gathering Agreements further require execution and filing of Memoranda where Extraction dedicated its interests.

Ex. 1, 2, 3 at §§ 2.1, 2.3(a), 9.3, Ex. A, § XII.

22. Intent may also "be inferred from the acts and conduct of the [parties]," which is shown here as well. *Lookout Mountain*, 867 P.2d at 74-75. The parties executed a Memorandum of Agreement for each Gathering Agreement (each, the "Memorandum" and collectively, the "Memoranda"). The Memoranda state that the parties "acknowledge and agree that the dedication made under the [Gathering Agreements] …, and the servitudes therein and herein, assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interest and are for the benefit of Elevation and its successors and permitted assigns." Ex. 7, 8, 9. Twenty-four executed Memoranda were publicly filed in the Colorado Counties of Adams, Arapahoe, Boulder, Douglas, Elbert and Weld, and the Cities and Counties of Broomfield and Denver. Ex. 7, 8, 9; *see Alta Mesa*, 613 B.R. at 106 ("Provisions that require recording of the agreement also support a finding that the parties intended the covenant to run with the land.").

23. Additionally, the Ratification Agreement executed by Elevation, Extraction, 8 North, and Axis also expressly confirms that the Gathering Agreements, and the dedications and covenants therein, were intended to run with the land. Ex. 10; *see In re Banning Lewis Ranch Co.*,

[11] *See City of Steamboat Springs v. Johnson*, 252 P.3d 1142, 1147 (Colo. App. 2010) (a servitude is simply a covenant that "runs with the land." (quoting Restatement (Third) of Property: Servitudes § 1.3(1)).

532 B.R. 335, 345 n.11 (Bankr. D. Colo. 2015) (denying rejection in section 365 sale of contracts containing covenants that run with the land because they were binding on successor in interest and "[o]ther [a]greements contain similar indications of the parties' intent to create covenants that run with the land … [and] 'closely relate to the land, its use, or its enjoyment.'" (quoting *Cloud*, 857 P.2d at 440)). Accordingly, the intent element is met here, as even Extraction concedes.

B. The covenants in the Gathering Agreements touch and concern the land.

24. The second element of the analysis is whether the covenants touch and concern the land. *See Reishus*, 409 P.3d at 440. "A covenant touches and concerns the land if it closely relates to the land, its use, or its enjoyment." *Id.* (quotation omitted).

25. Colorado cases finding that covenants touch and concern the land generally rely on provisions in the contract that in some way relate to specific aspects of the land or specific uses of the land. For example, in *Reishus*, the court found that provisions stating the purpose of the contract was "'to have an agricultural property that would also provide a quality hunting experience' …[,] include[d] detailed provisions for the location, structure type, and maintenance of residential dwellings that the co-owners can build on the ranch [and] contain[ed] use restrictions" that were closely tied with the use and enjoyment of the ranch. 409 P.3d at 441. In *Lookout Mountain*, where the covenants' stated purposes included "to protect the owners of building sites against such improper use of surrounding building sites … [and] to preserve insofar as practical, the natural beauty of such property," they touched and concerned the land by requiring the owners to submit building and improvement plans for approval. 867 P.2d at 75.

26. Other courts have further described the relevant analysis concerning whether a covenant in an oil and gas gathering agreement touches and concerns the land in illustrative ways, as the underlying rationale and basis for the touch and concern analysis itself is the same or substantially similar to Colorado law. In *Alta Mesa*, the Bankruptcy Court for the Southern District

of Texas, applying Oklahoma law, focused on whether (i) the benefits and burdens within the gathering agreements are logically connected to the producer's underlying real property interests, and (ii) "the value of the owner's interest in the land itself is affected by the covenant, either positively or negatively." *Alta Mesa*, 613 B.R. at 102. And the Bankruptcy Court for the District of Colorado, applying Utah law, recently found "[w]hat is essential is that the burdens and benefits created must relate to the land and the ownership of an interest in it," clarifying that the court must evaluate whether the covenants within the agreements "enhance[] the land's value [on the benefit side], and for the burden side, whether it diminishes the land's value." *In re Badlands Energy, Inc.*, 608 B.R. 854, 868 (Bankr. D. Colo. 2019) (quotation omitted); *see also In re Energytec, Inc.*, 739 F.3d 215, 223 (5th Cir. 2013) (noting courts consider whether the covenant affects the value of, and thus the owner's legal interest in, the property). Multiple recent Bankruptcy Court decisions applying instructive law in other producing-state jurisdictions in substantially identical circumstances concerning midstream contracts, therefore, have focused on the same elements: (i) if the benefits and burdens are logically related to the producer's underlying real property interest, and (ii) whether the various covenants increase or decrease the value of the burdened estate.

27. Applying Colorado law and these tenants that Bankruptcy Courts have recently applied to find similar gathering contracts run with the land, it is plain that the Gathering Agreements here touch and concern the land. Both Extraction and Elevation have numerous obligations within the Gathering Agreements that create a variety of benefits and burdens logically and closely connected to the ownership, development, use and enjoyment of Extraction's underlying real property interests, and have both positive and negative impacts on the value thereof. *See Davis v. Cramer*, 808 P.2d 358, 360 (Colo. 1991) ("The fundamental purpose of an oil and gas lease is to provide for the exploration, development, production, and operation of the

property for the mutual benefit of the lessor and lessee."); *Maralex Resources, Inc. v. Chamberlain*, 320 P.3d 399, 403 (Colo. App. 2014) ("[A]n oil and gas lessee has an interest in real property."). The intimate connection between Extraction's real property interests and the covenants contained under the Gathering Agreements, along with the robust midstream infrastructure that was constructed by Elevation in reliance thereon, require a finding that the covenants run with the land.

1. Extraction admits that the Drilling Commitment in the Gathering Agreements touches and concerns the land.

28. Extraction admits that each Gathering Agreement contains a critical covenant that touches and concerns the land—the Drilling Commitment. (D.I. 1 at ¶¶ 29, 48, 57, 66; D.I. 4 at 12 n.12). This covenant—Exhibit A, Section XV(c) and Exhibit F of each Gathering Agreement—requires Extraction to drill, complete and equip a defined number of wells in the Dedicated Area by the end of 2022. Ex. 1, 2, 3 at Ex. A, § XV(c), Ex. F. Clearly the Drilling Commitment touches and concerns the land, requiring Extraction to drill in the land for oil and gas.

29. The Drilling Commitment acts as a limitation on Extraction's reservation under Section 2.2 as to the drilling and operating of wells. It was the most important covenant to Elevation and GSO, as substantially all of Elevation's income is dependent on Extraction's continued volumes of hydrocarbon production from actively drilling in the Dedicated Area. Dec. ¶ 20. The Drilling Commitment directly affects the use and enjoyment of the mineral leases, including concerning the required implied covenants under Colorado law on producers "to drill," "to develop after discovery of oil and gas in paying quantities" and "to operate diligently and prudently." *Garman v. Conoco, Inc.*, 886 P.2d 652, 659 (Colo. 1994); *see also Davis*, 808 P.2d at 358 (implied covenant to operate diligently and prudently includes "implied covenant to market"). The Drilling Commitment and Colorado law foreclose any argument that Extraction has any unfettered discretion to simply shut off production.

30. The Drilling Commitment on its own is sufficient to establish that the Gathering Agreements runs with the land. It is not necessary for every covenant to run with the land for the contract as a whole to do so; a contract may still run with the land as a whole even where certain covenants do not. *See Cloud*, 857 P.2d at 440-41. In *Cloud*, the court held that a covenant granting 90% of the gross receipts from a condominium complex to the condominium association was a real property covenant that ran with the land and that the contract as a whole ran with the land, even though a separate covenant reserving 10% of the gross receipts to the owner would have been a personal covenant standing on its own. 857 P.2d at 441. The 10% covenant related to, and could not be separated from the 90% covenant. *Id.* Similarly, in *Reishus*, the contract included "detailed provisions for the location, structure type, and maintenance of residential dwelling" and "use restrictions involving tree-cutting, motor vehicles, and guest visitation." 409 P.3d at 441. The defendant argued that while certain provisions of the agreement may touch and concern the land, a separate provision allowing 7/12ths of the ownership interests to amend the agreement did not. *Id.* But the court held that it was irrelevant whether this provision touched and concerned the land; the other provisions resulted in the contract as a whole touching and concerning the land. *Id.* And in *Lookout Mountain*, the court found that where one obligation in a covenant requiring owners to submit plans for approval to the homeowners' association was "an integral part of the whole contract," then the entire covenant would run with the land. 867 P.2d at 75. Accordingly, it is not required that every covenant touch and concern the land for the contract as a whole to run with the land, and it is sufficient here that the Drilling Commitment touch and concern the land for the Gathering Agreements as a whole to run with the land.

31. The Drilling Commitment is a critical component of each Gathering Agreement and was part of the entire agreement to construct and operate the Midstream Facilities. The Drilling

Commitment cannot be separated from the other covenants in the Gathering Agreements, as the fact that Extraction was required to drill a set number of wells by 2022 underlies the entirety of the Dedication and the Delivery Obligation in the Gathering Agreements. Extraction's admission that the Drilling Commitment touches and concerns the land therefore requires a finding that the Gathering Agreements as a whole touch and concern the land.

2. Under the Gathering Agreements, and as confirmed in other agreements, Extraction dedicated interests affecting the use and enjoyment of the land.

32. Beyond the Drilling Commitment, the Gathering Agreements contain multiple other covenants that run with the land. Section 2.1 of each of the Gathering Agreements contains the "Dedication," by which Extraction, on its behalf and on behalf of its Affiliates, "commits and dedicates the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from [Extraction] and its Affiliates at the Delivery Points all [crude oil, gas, and water, as applicable] *therein and thereunder* and as may be produced therefrom to the performance of this Agreement." Ex. 1, 2, 3 at § 2.1 (emphasis added). The "Dedicated Interests" include Extraction's and/or its Affiliates' (i) "interests now held in lands, mineral interests, easements, leases, wells and [crude oil, gas, and water], *therein and thereunder*" to the extent not already dedicated, and (ii) "interests hereafter acquired during the term of [the Gathering Agreements] in lands, mineral interests, easements, leases, wells and [Crude Oil, Gas, and Water], *therein and thereunder* in the Dedicated Area that are operated by [Extraction] or its Affiliates," to the extent not already dedicated or committed. Ex. 1, 2, 3 at Ex. A, § I(ss) (emphases added). The Dedication of the Dedicated Interests therefore touches and concerns the land by dedicating to Elevation all of Extraction's interests in the real property that was conveyed to Extraction under the oil and gas leases, including the very minerals in the ground ("therein and thereunder"), as well as the lands, easements, and leases granted to Extraction—all quintessential real property interests.

33. In the Memoranda, Extraction confirmed that it "dedicated and committed, and hereby [under the Memoranda] dedicate and commit, to Elevation … the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from [Extraction] and its Affiliates all [Crude Oil, Gas, and Water] produced from the Dedicated Interests and the Other Interests … within the dedicated area described in the attached Schedule A [to each of the Memoranda]…" Ex. 7, 8, 9 at 1 (as to each Memoranda).[12]

34. Extraction also agreed to the "Delivery Obligation" under Section 2.1 of the Gathering Agreements. Under this, Extraction agreed, on its behalf and on behalf of its Affiliates, to "connect all of [Extraction's] wells within the Dedicated Area to the [Midstream Facilities] and deliver to Elevation at the Delivery Points one hundred percent (100%) of the [crude oil, gas, and water] produced from the Dedicated Interests and from the Other Interests."[13] Ex. 1, 2, 3 at § 2.1.

35. Further, Exhibit A, Section XV(a) requires that so long as Preferred Units are outstanding, Extraction "covenants to, and agrees with, [GSO] to comply with, and to cause each of [Extraction's] Contracting Party Affiliates to comply with, the covenants, agreements, and other provisions of Sections 6.6(a) and 6.6(b) of the LLC Agreement." Ex. 1, 2, 3 at Ex. A, § XV(a). Section 6.6(a) of the LLC Agreement requires Extraction to exclusively use Elevation and Elevation's subsidiaries for all of Extraction's oil, gas, and produced water midstream operations within the Dedicated Area. Ex. 11 at § 6.6. This covenant therefore clearly touches and concerns

[12] Within the Memoranda, similar to the definition under the Gathering Agreements, "Dedicated Interests" is defined as "(i) Producer's and/or its Affiliates' interests now held in lands, mineral interests, easements, leases, wells and Gas therein and thereunder, located in the dedicated area described in the attached Schedule A, that are not subject to an Current Existing Dedication as of the Effective Date and operated by Producer or its Affiliates and (ii) Producer's and/or its Affiliates' interests hereafter acquired during the term of the Agreement in lands, mineral interests, easements, leases, wells and Gas therein and thereunder in the dedicated area described in the attached Schedule A that are operated by Producer or its Affiliates and not subject to an existing conflicting dedication or commitment as of the date acquired." Ex. 7, 8, 9 at 1 (as to each Memoranda). Schedule A to the Memoranda corresponds to Exhibit C in the Gathering Agreements, which, as noted above, defines the Dedicated Area.

[13] "Other Interests" under each Gathering Agreement generally means interests of third parties that are represented or controlled by Extraction. Ex. 1, 2, 3 at Ex. A, § I(uuuu).

the land by requiring Extraction to *exclusively* use Elevation's midstream services in the gathering of Extraction's hydrocarbons in this defined area. Gathering is part of the implied covenant to market under Colorado law. *Garman*, 886 P.2d at 654 ("Transportation is required when gas is moved from the wellhead to a central location to prepare it for transmission and consumption, commonly referred to as gathering."). Notably, Exhibit A, Section XV(a) provides that Elevation is entitled to specific performance to enforce this covenant. Ex. 1, 2, 3 at Ex. A, § XV(a). This covenant precludes Extraction from simply transferring its services to another gatherer and providing Elevation with a damages claim. Extraction has agreed that there would be "irreparable damages, for which monetary damages, even if available, would not be an adequate remedy" if it used another gatherer in the Dedicated Area. *Id*

36. Section 2.8 of the Gathering Agreements also demonstrates that the covenants touch and concern the land. That provision requires Extraction to execute, and cause its affiliates owning any Dedicated Interests to execute, the Ratification Agreement. Ex. 1, 2, 3 at § 2.8. As noted, Extraction, 8 North, and Axis all executed the Ratification Agreement. Ex. 10. Under that agreement, those "Ratifying Parties" "ratif[ied] and confirm[ed] the dedication of all of their interests in (i) the Dedicated Interests and other Property Rights and Other Interests and (ii) the dedicated Gas, Crude Oil and Water, as the case may be … to Elevation and to the performance of the [Gathering] Agreements …." Ex. 10 at § 2(a). Further, Section 2(b) of the Ratification Agreement confirmed that the Dedication, the Delivery Obligation, the grant of servitude, the other Property Rights, and the covenants and related commitments in the Gathering Agreements (including under Exhibit A, Section XV), were not merely contract rights but are "covenants running with (and touching and concerning) all of the Dedicated Interests (including the underlying Gas, Crude Oil, Water, lands, leases and wells) …." Ex. 10 at § 2(b).

37. Moreover, Section 2.4 of the Gathering Agreements also reinforces that the Dedication and the Delivery Obligation, the grant of servitudes (*i.e.*, the covenants that run with the land), the other Property Rights, the covenants under Section 2.3, the other related commitments, and the matters in Exhibit A, Section XV (as discussed above) are covenants that touch and concern all of the Dedicated Interests, including the underlying crude oil, gas, and water, as well as the lands, mineral interests, easements, leases and wells. Ex. 1, 2, 3 at § 2.4. Section 2.4 also makes clear that a servitude (*i.e.*, a covenant that runs with the land) was "assign[ed] and convey[ed]" to Extraction. *Id.* The language in Section 2.4 could not be more clear that a real property right was being created.

38. In fact, Extraction's actions confirm that the Gathering Agreements touch and concern the land. Extraction sought GSO's approval pursuant to Section 2.3 of the Gathering Agreements to release certain Dedicated Interests from the valid dedications at issue in connection with Extraction's consummation of acreage swaps wherein new leasehold interests were acquired from a third party in exchange for existing, burdened leasehold interests (and thereafter dedicated pursuant to the after-acquired dedication language). Ex. 13, 14. Such a release would not be necessary if Extraction's obligations under the Gathering Agreements were mere personal obligations and did not attach to and run with the underlying real property interests.

39. Extraction has asserted that no real property interest is created by any covenant in the Gathering Agreements other than the Drilling Commitment because Colorado considers "produced" oil, gas and water as personal property after they are taken out of the ground. D.I. 4 at 27-28. This is irrelevant to whether the covenants in the Gathering Agreements touch and concern the land. The Dedication not only dedicates to Elevation the oil, gas and water taken from the leased mineral estate, but *also* the oil, gas and water "therein and thereunder." Ex. 1, 2, 3 at §

2.1. That means the oil, gas, and water *before* it has been produced, thereby dedicating to Elevation those interests while still in the ground. The Colorado Bankruptcy Court in *Badlands Energy* emphasized language in the gathering agreements there dedicating "*the interest of Producer in all Gas reserves in and under*" and found that this dedication encompassed real property because under Utah law "'real property' includes non-extracted minerals." *Badlands Energy*, 608 B.R. at 869 (emphasis in original). Similar to Utah, in Colorado, "an oil and gas lessee has an interest in real property." *Maralex*, 320 P.3d at 403; *see also Hagood v. Heckers*, 513 P.2d 208, 214 (Colo. 1973) ("[T]he majority rule in western states appears to favor interpretation of the lessee's interest in the oil and gas leases as an interest in real estate…. We think this is the better rule and adopt it as the law of Colorado."). The Dedication of the unextracted oil, gas, and water "therein and thereunder" is a dedication of real property interests, and touches and concerns the land.

40. Regardless of Extraction's assertions as to the character of produced oil, gas, and water, however, the appropriate analysis regarding the dedication of interests in hydrocarbons to a midstream company looks at whether there is sufficient "logical connection between both the burden and benefit of the covenants and [the underlying] real property." *Alta Mesa*, 613 B.R. at 102. "This simple fact persists even though [the midstream company] is not entitled to possession until after the hydrocarbons become personal property." *Id.* The ultimate treatment of produced hydrocarbons as personal property does not alter the test. *See Badlands Energy*, 608 B.R. at 869 ("The Court is not persuaded the Agreements cannot be said to touch-and-concern the land simply because one of the objectives of the Agreements is indeed the gathering, processing and disposal of 'produced gas' and water, which are not real property interests.) "The question is not *what* is conveyed by the covenant, but viewed in the context of its purpose, does the performance or nonperformance of it affect the use, value or enjoyment of the land itself." *Id.* (emphasis in

original). The covenants do exactly that here. Accordingly, even if the Gathering Agreements applied only to dedicated produced hydrocarbons (which is not the case), they would still directly affect Extraction's use and enjoyment of the mineral estate by providing for the gathering, compression and stabilization of the oil, gas and water. This is the only way the hydrocarbons within the mineral estate can be marketed and sold.

41. There can be no question that the Gathering Agreements significantly affect and enhance the value of Extraction's underlying oil and gas leasehold interests by providing Extraction, through the Midstream Facilities, a reliable and permanent means of gathering, transporting, and otherwise servicing the oil and gas all the way to market, and redelivering the associated produced water while meeting stringent regulatory standards set by the City and County of Broomfield. Extraction is required to use the Midstream Facilities rather than use other gathering strategies such as building a system itself or engaging another third party to do so under an alternative financial arrangement. *See Alta Mesa*, 613 B.R. at 103-04 (indicating that by dedicating nearly all of its production to the midstream company, the producer burdened its interests under the oil and gas leases by restricting its right to seek a different gatherer or build its own gathering system; "In the current market, the fixed fee arrangements burden the leases because if Alta Mesa decides to drill, the production will be less profitable than it might be on more favorable gathering terms."). Extraction has also transferred to Elevation, through public instruments, easements and rights-of-way in anticipation of the Gathering Agreements and Elevation's performance thereunder. *See, e.g.*, Ex. 12. Extraction and its affiliates took every action towards binding the underlying oil and gas properties with Elevation's Midstream Facilities.

42. Further, the Gathering Agreements are more intimately connected to the underlying real property interests of Extraction and touch and concern those real property interests due to the

substantial connection between the Gathering Agreements (and the Midstream Facilities built pursuant thereto) and the Broomfield OA. The best management practices described in the Broomfield OA expressly require that Extraction "agrees to build pipelines for the transport of oil, gas and produced water" and include substantial restrictions on any potential trucking activity. Ex. 15 at Ex. B, § 3. In permitting Extraction's exploration and development activities, the Broomfield OA demanded an infrastructure of the exact type and in the exact locations as provided by the Midstream Facilities and, now that the Midstream Facilities are built, the Gathering Agreements and the Broomfield OA are inextricably integrated. Extraction simply cannot adhere to its Broomfield OA obligations in connection with its development of those oil and gas leasehold interests without Elevation performing its obligations under the Gathering Agreements. No alternative system could now be feasibly constructed that would provide Extraction an equivalent midstream solution that would satisfy the rigorous Broomfield OA requirements (including placement in the exact same location in which Elevation now holds easements and has underground pipe installed). The many negotiated restrictions imposed upon Extraction's development of its oil and gas interests by the Broomfield OA and the magnitude by which Elevation's provision of the midstream services under the Gathering Agreements both benefits and burdens Extraction's underlying real property interests by providing the midstream services demanded by the Broomfield OA all confirm that there should be no doubt that the covenants in the Gathering Agreements touch and concern Extraction's underlying real property interests.

3. The easements, rights-of-way, and other rights granted to Elevation under the Gathering Agreements also affect the use and enjoyment of the land.

43. In addition to the Dedication and Delivery Obligation, Extraction also granted to Elevation easements and rights of way upon the Dedicated Area "for the purpose of constructing, operating, repairing, replacing, maintaining, and removing measurement facilities …." Ex. 1, 2,

3 at Ex. A, § XVI(d). Elevation relied upon these real property interests on numerous occasions to lay many miles of midstream infrastructure and pipe and otherwise connect the Midstream Facilities to Extraction's well sites, relying wholly upon Extraction's underlying leasehold interest, its access rights arising thereunder, and the grant of easements contained in the Gathering Agreements. Dec. ¶ 23. In several instances, pipelines have been installed on Extraction's leasehold interest that are part of Elevation's Midstream Facilities. *Id.*

44. These easements and rights of way unquestionably touch and concern the land, including because they encumber and are closely and logically related to Extraction's Dedicated Interests, including the lands, minerals interests, and oil and gas leases, and result in both benefits and burdens as between the covenants and the oil and gas leases. Ex. 1, 2, 3 at Ex. A, § I(ss). Extraction's continued development of its assets in the Broomfield Dedicated Area cannot proceed without such a comprehensive midstream solution. The Broomfield OA expressly requires Extraction to use pipelines, rather than trucks, to transport oil, gas and water, and grants easements and surface use rights in specific geographic locations in the Broomfield Dedicated Area. Ex. 15 at § 13. Extraction's grants of easements and rights-of-way to Elevation provide Elevation with co-extensive rights to use those areas in order to construct, operate, and maintain the Midstream Facilities, including the pipelines that Extraction is required to use under the Broomfield OA. In fact, Extraction has itself argued to the City of Broomfield that the "design that involves pipelines and eliminates oil trucks and permanent tanks" provides "benefits to the City," specifically the City's land. Ex. 17.[14] Even outside the City of Broomfield, it is unlikely that Extraction's alternatives for third party connections and service would be adequate if midstream providers are not able to obtain the economic benefit of attaching to the wells in Broomfield. The Gathering

[14] *Available at* https://www.broomfield.org/DocumentCenter/View/26964/Notice-of-Breach---June-15-2018?bidId=

Agreements, the oil and gas leases, and the benefits and burdens related thereto, are not simply logically connected, they are impossible to logically disconnect from the Dedicated Interests.

45. The court in *Alta Mesa* observed that the same granting of easements in the gathering agreements to the midstream company "reduces [the producer's] real property interest under the leases … and directly burden[s] [the producer's] interest in the reserves because they restrict [the producer's] use of the surface land for drilling or exploration." *Id.* at 104; *see also id.* ("[I]n the context of an oil and gas lease, the surface easement is integral to the lessee's ability to realize the value of its mineral reserves. Without the surface easement, the lessee cannot capture reserve hydrocarbons."). In *Badlands Energy*, the court also referenced the same type of easement granted to the midstream company as a conveyance that burdens the underlying real property interest of the producer. 608 B.R. at 874. The same analysis applies here.

46. Extraction has taken the position that a lessee under an oil and gas lease in Colorado holds incidental rights to the surface only, as opposed to real property interests, and thus cannot transfer any rights to the surface without also conveying an undivided interest in the underlying oil and gas leases. D.I. 4 at 27. This position is contrary to Colorado law and common industry practice—Extraction had the ability to, and through the Gathering Agreements did, grant such real property interests to Elevation. Easements are interests in real property. *See Wright v. Horse Creek Ranches*, 697 P.2d 384, 387 (Colo. 1985) ("An easement is an interest in property which, though distinct from an ownership interest in the land itself, nevertheless confers upon the holder of the easement an enforceable right to use property of another for specific purposes."); *Strole v. Guymon*, 37 P.3d 529, 533 (Colo. App. 2001) (noting easements are "a privilege existing distinct from the ownership of the land itself; nevertheless it is an interest in land"). Colorado oil and gas leases include the right to use the surface land as necessary for operation. *See Notch Mountain Corp. v.*

Elliott, 898 P.2d 550, 557 (Colo. 1995) ("[S]evered minerals cannot be developed absent access to the surface estate."); *Frankfurt Oil Co. v. Abrams*, 413 P.2d 190, 194 (Colo. 1966) ("[A] mineral lessee has a right to use so much of the surface as may be reasonably necessary for operation.").

47. Easements are interpreted in the same manner as any other contract creating a servitude. *See Lazy Dog Ranch v. Telluray Ranch Corp.*, 965 P.2d 1229, 1235 (Colo. 1998). "[T]he language used in creating a servitude ordinarily should be interpreted to accord with the meaning an ordinary purchaser would ascribe to it in the context of the parcels of land involved." *Id.* (quoting Restatement (Third) of Property § 4.1, cmt. c). The language in the Gathering Agreements is clear that Extraction "assigns and conveys to Elevation a servitude" (including the easements and rights-of-way) "in the nature of a real covenant which touches and concerns the Dedicated Interests and for the benefit of Elevation and its successors and permitted assigns." Ex. 1, 2, 3 at § 2.4. "[A] servitude should be interpreted to give effect to and be consistent with the intentions of the parties to an expressly created servitude." *Lazy Dog Ranch*, 956 P.2d at 1235 (quoting Restatement (Third) of Property § 4.1(1)(a)). The intent of the parties here was to create a servitude that touches and concerns the land.

48. By granting the easements and rights-of-way across the lands in the Dedicated Area to install and maintain the Midstream Facilities, Extraction burdened, and granted an interest in, the underlying leasehold and other property interests, including its rights to lay pipeline under the terms of its oil and gas leases or that were granted in accordance with the Broomfield OA. Ex. 15 at Ex. F at 1, Ex. F at ¶ 13; *see Badlands Energy*, 608 B.R. at 874 ("Moreover, the [gathering contract] granted Monarch a floating easement across the Leases and lands in which Producer may have an interest…. [T]he easement and Dedication are conveyances that simultaneously burden the same real property interest."); *Alta Mesa*, 613 B.R. at 105 (finding easement granted to gatherer

"integrally tied to the purpose of an oil and gas lease."). Courts have long recognized that gatherers granted easements to install and maintain equipment have "some interest in the leasehold binding on the assignee thereof with notice." *Sw. Pipe Line Co. v. Empire Nat. Gas Co.*, 33 F.2d 248, 252 (8th Cir. 1929); *see also Greenshields v. Warren Petroleum Corp.*, 248 F.2d 61, 70 (10th Cir. 1957) ("Where, as here, the owner of an oil and gas lease contracts for the sale of oil and gas from the wells thereon, giving the vendee the right to go upon the land and place the necessary structures to connect the well with its pipe line an interest in the leasehold is thus granted.").

49. The easements, rights-of-way and other rights granted to Elevation burden Extraction's real property interests in the Dedicated Interests (including the oil and gas leases), affect Extraction's use and enjoyment, and, therefore, touch and concern the land.

4. Any assignee of Extraction's working interest or oil and gas leases is expressly subject to the Dedications under the Gathering Agreements, which affects the use and enjoyment of the land.

50. The assignment provisions in the Gathering Agreements also affect the use and enjoyment of Extraction's real property interests. Section 2.3 of the Gathering Agreements provides that any sale, assignment or pledge of all or any portion of the Dedicated Interests will be made expressly subject to the Gathering Agreements. Ex. 1, 2, 3 at § 2.3. Section XII of the General Terms and Conditions further requires that the Gathering Agreements "will be binding upon and inure to the benefit of the Parties and their respective successors and assigns" and "may not be transferred or assigned, in whole or in part, by either Party without the prior written consent of the other Party." Ex. 1, 2, 3 (Ex. A, § XII). Any assignee is required to ratify the Gathering Agreements and assume the obligations of the assigning Party. *Id.* These provisions would only make sense if the Gathering Agreements affect real property interests that run with the land.

51. The requirements under Section 2.4 of the Gathering Agreements and the publicly filed Memoranda that the Dedication is binding upon successors and assigns of the oil and gas

properties, and that a servitude is "assign[ed] and convey[ed]" in the nature of a covenant that touches and concerns the real property interests are additional evidence that these agreements touch and concern the land. Ex. 1, 2, 3 at § 2.4; Ex. 7, 8, 9 at 1. Without these assignment restrictions, Extraction would have a fully transferrable right in the property with no notice of the Gathering Agreements to any third parties. Instead, Extraction is expressly prohibited from making full use of its oil and gas interests within the Dedicated Area, about which third parties are on notice due to the recordation of the twenty-four Memoranda. Such an assignment restriction "impact[s] the owner's interest in the pipeline" and "the pipeline's value in the eyes of prospective buyers." *Energytec*, 739 F.3d at 224. Indeed, "Elevation would be unwilling to enter into or perform under this Agreement" without such covenants. Ex. 1, 2, 3 at § 2.4. This all confirms that the Gathering Agreements touch and concern the oil and gas leases and other Dedicated Interests.

5. The Gathering Agreements place obligations on Elevation to provide the Midstream Facilities in order to support Extraction's operations with regard to extracted crude oil, gas, and water from the land, which directly affect the use and enjoyment of Extraction's mineral estate.

52. As further evidence that the covenants in the Gathering Agreements touch and concern the land, the obligations placed on Elevation to provide and construct the Midstream Facilities are for the purpose of Extraction producing and transporting its hydrocarbons to market. Article III of each Gathering Agreement details the obligations placed on Elevation to timely plan, construct and maintain the critical midstream infrastructure within the Dedicated Area in order to facilitate Extraction's oil and gas development. Accordingly, Elevation's midstream infrastructure directly affects the use and enjoyment of Extraction's mineral estate.

53. Section 3.1 requires Elevation to "design, construct, own, operate, and maintain" the Midstream Facilities, and the Initial Delivery Points, in the Broomfield and Hawkeye areas, in order to gather, compress and/or stabilize Extraction's crude oil, gas, and water from the Dedicated

Interests. Ex. 1, 2, 3 at § 3.1. Elevation is also required under Section 3.2 to deliver to the required facility, as applicable, condensate, gas, and water attributable to Extraction's crude oil, gas, and water. Ex. 1, 2, 3 at § 3.2. Section 3.3 requires Elevation to commence and complete with due diligence the installation of subsequent pipeline and other facilities necessary to enable Elevation to receive deliveries of crude oil, gas, and water, and Section 3.4 grants Elevation the right to elect to construct New Delivery Points outside the Dedicated Area. Ex. 1, 2, 3 at §§ 3.3, 3.4.

54. These requirements placed on Elevation were necessary to facilitate the production of crude oil, gas, and water by Extraction. Elevation did, in fact, lay pipeline and install the Midstream Facilities in compliance with its obligations under the Gathering Agreements, in reliance on the fact that it acquired an interest in the Dedicated Area and on the enforceability of the Gathering Agreements as covenants running with the land. Dec. ¶¶ 21, 23. Elevation continues to perform under the Gathering Agreements. Dec. ¶ 21. By installing the Midstream Facilities, Elevation affects the use and enjoyment of the Dedicated Interests by facilitating the extraction of oil, gas, and water (which would otherwise not be marketable), and increased the value of the underlying real property by providing a thorough, reliable and efficient midstream solution. Without Elevation's services, Extraction's dedicated oil, gas and water could not be sold. Dec. ¶ 28. The Midstream Facilities make the mineral estate more valuable. Also, because Extraction provided Elevation the right to gather, compress, and/or stabilize *all* of Extraction's crude oil, gas and water in the Dedicated Area, the Gathering Agreements directly affect Extraction's use and enjoyment of the land, and are a necessary part of Extraction's full use of its mineral estate.

6. The fixed fee provision in the Gathering Agreements both benefit and burden Extraction's real property interests.

55. Finally, the fixed fee requirement under Section 4.3(a) of each Gathering Agreement also touches and concerns the land. Ex. 1, 2, 3 at § 4.3(a). Fixed fees are required for

the oil, gas, and water gathered, compressed and/or stabilized by the Midstream Facilities. Such fixed fees can be either a burden or benefit to Extraction's real property interests, depending on the status of the market. *See Alta Mesa*, 613 B.R. at 103 ("[T]he fixed fee arrangements diminish the value of [the producer's] reserves in a depressed hydrocarbon market … [but] [i]n favorable market conditions this might benefit [the producer]."). The payment obligation is a covenant running with the land. *See Badlands Energy*, 608 B.R. at 868; *see also Energytec*, 739 F.3d at 225.

7. These covenants touch and concern the land.

56. These covenants in the Gathering Agreements are nearly identical to the provisions found to touch and concern the land in *Alta Mesa*. There, the court identified that the gathering agreement touched and concerned the land primarily by identifying one main benefit—"facilitating the collection of produced reserves"—and three primary burdens: (i) the reduction in the producer's real property interest under the leases due to the grant of a surface easement to the midstream company; (ii) the restriction on the producer's optionality in developing such a midstream system itself or engaging another third party to do so; and (iii) "the fixed fee arrangements diminish the value of [the producer's] reserves in a depressed hydrocarbon market." *Alta Mesa*, 613 B.R. at 103-04; *see also id.* (finding midstream gathering system "enhances the value of [the producer's] unproduced reserves" because "[o]nce a well is linked to an accessible gathering system, the system not only benefits the produced reserves as they travel towards collection, it enhances the value of unproduced reserves which may be extracted in the future"); *Badlands Energy*, 608 B.R. at 869 (finding "Dedicated Reserves" provision in gathering agreement dedicating all of the producer's interest in the gas reserves in and under, and all gas produced from the underlying leases and lands, touched and concerned the land (Utah law)). All of these factors are true here and lead to the conclusion that the Gathering Agreements touch and concern the land.

C. Privity of estate is not required under Colorado law, but nonetheless it is met.

57. Modern Colorado cases do not articulate a privity of estate requirement in creating covenants running with the land.[15] As noted in the Third Restatement of Property, "[n]o privity relationship between the parties is necessary to create a servitude." Restatement (Third) of Property: Servitudes § 2.4 (2000). Colorado courts have followed the Third Restatement when considering other issues concerning real property law. *See Lobato v. Taylor*, 71 P.3d 938, 950 (Colo. 2002) (applying Restatement (Third) of Property regarding creating easements); *Lazy Dog Ranch*, 965 P.2d at 1235 (applying Restatement (Third) of Property regarding creation of servitudes); *City of Steamboat Springs*, 252 P.3d at 1147 (a servitude is simply a covenant that "runs with the land." (quoting Restatement (Third) of Property: Servitudes § 1.3(1)). To the extent any privity element applies, a covenant that burdens and benefits successors satisfies this requirement. *See Lookout Mountain*, 867 P.2d at 74; *Taylor*, 274 P.2d at 982 ("[T]he requisite privity exists in the case of a covenant by a grantor to do or not to do something on land retained by him, adjoining that conveyed, so that one to whom the former is subsequently conveyed by him may be bound by the covenant." (quotation omitted)). The Gathering Agreements, including Section 2.4 and Exhibit A, Section XII, are clear that successors and assigns are burdened by the

[15] Extraction has argued that an "unbroken line of cases" in Colorado requires privity to create a covenant running with the land. D.I. 4 at 24. Certain ancient Colorado cases reference privity without explicitly stating it as a requirement in creating a covenant running with the land. *See, e.g.*, *Taylor v. Melton*, 274 P.2d 977, 982 (Colo. 1954); *Farmers' High Line Canal & Reservoir Co. v. New Hampshire Real Estate Co.*, 92 P. 290, 293 (Colo. 1907); *Hottell v. Farmers' Protective Ass'n*, 53 P. 327, 330 (Colo. 1898); *Fisk v. Cathcart*, 33 P. 1004, 1005 (Colo. App. 1893). But recent Colorado cases do not reference privity at all. *See Reishus*, 409 P.3d at 441 (listing only two elements of intent and touching and concerning the land, and not mentioning privity); *Lookout Mountain*, 867 P.2d at 74 (same); *Cloud*, 857 P.2d at 440 (same); *Banning Lewis Ranch*, 532 B.R. at 345 n.11 (stating elements for creating a covenant running with the land under Colorado law as encompassing these two elements and not mentioning privity); *see also TBI Exploration v. Belco Energy Corp.*, No. 99-10872, 2000 WL 960047, at *4 (5th Cir. June 14, 2000) (noting "privity of contract is not necessary for a real covenant to bind a successor-in-interest" under Colorado law).

covenants therein. Ex. 1, 2, 3 at § 2.4, Ex. A, § XII. The Memoranda and Ratification Agreement confirm this. Ex. 7, 8, 9, 10. Thus, even if privity is required under Colorado law, it is satisfied.[16]

58. Additionally, privity (even if required) between Extraction and Elevation was also created and further demonstrated pursuant to the grant of easements under the Gathering Agreements to construct and maintain the Midstream Facilities, and the conveyance of easements in the Assignment of Easement Interests executed between Extraction and Elevation conveying to Elevation real property interests in and to easements and rights-of-way relating to the construction of the Midstream Facilities in Broomfield, as well as other easements conveyed by Extraction. Ex. 1, 2, 3 at Ex. A, § XVI(d); Ex. 12; *see Alta Mesa*, 613 B.R. at 106 (holding surface easement provided to midstream company met privity). These conveyances of real property interests were made directly in connection with and in support of the parties' obligations under the Gathering Agreements and are logically connected with the covenants and obligations of the parties in the Gathering Agreements and Extraction's underlying real property interests, establishing privity.

D. The Gathering Agreements are integrated such that if one agreement contains a covenant running with the land then all do.

59. The Gathering Agreements are part of a complex set of integrated agreements. The Gathering Agreements constitute a single, unitary, and indivisible contract so that one agreement

[16] There are three types of privity: "vertical," "horizontal" and "mutual." "Vertical privity exists when 'the person presently claiming the benefit, or being subjected to the burden, is a successor to the estate of the original person so benefited or burdened.'" *Alta Mesa*, 613 B.R. at 105 (quoting *Beattie v. State ex rel. Grand River Dam Auth.*, 41 P.3d 377, 389 (Okla. 2002)). Extraction does not contest vertical privity, as the original covenants are between Elevation and Extraction and the Memoranda were publicly recorded. *Id.* at 105-06 ("Alta Mesa and Kingfisher are the original covenanting parties…. These agreements were recorded. Thus, any transferee would be charged with knowledge of the gathering agreements, which would satisfy vertical privity."). Horizontal privity exists when a covenant is created in conjunction with a conveyance of an estate in property. *Id.* at 106. The granting of a surface easement to construct and maintain a gathering system "is enough to show horizontal privity" because the "surface easement is integrally tied to the purpose of an oil and gas lease." *Id.* Mutual privity involves parties having continuing and simultaneous interest in the same property. *Badlands*, 608 B.R. at 871. "The modern view of mutual privity … is that it is not required." *Id.* at 872. "Modern legal writers unanimously favor the abolition of at least mutual and horizontal privity" in conjunction with the creation of covenants. *Flying Diamond Oil Corp. Newton Sheep Co*, 776 P.2d 618, 628 (Utah 1989). But mutual privity exists here because the covenants, including the Dedication, the Delivery Obligation, and the easements, are "based upon an interest that [Elevation] has in the land." *Badlands Energy*, 608 B.R. at 873.

cannot be rejected without all of the agreements being rejected. If any one of the agreements contains a covenant running with the land, then none can be rejected.

60. Section XVI(a) of the General Terms and Conditions provides that each Gathering Agreement, along with the other transaction Basic Documents (including the exhibits, appendices, annexes, and schedules) embody the complete agreement and understanding among the parties. Ex. 1, 2, 3 at Ex. F, § XVI(a). Accordingly, the Gathering Agreements and the other Basic Documents "taken together, collectively constitute a single, unitary, and indivisible contract." *Id.* The result of this provision is that all of the underlying agreements between the applicable Debtors, Elevation and/or GSO are to be read together to incorporate the covenants running with the land.

61. Therefore, even if one of the Gathering Agreements did not contain covenants running with the land, as integrated contracts, the fact that one agreement contains covenants running with the land requires finding that each of them does. *See In re Buffets Holdings, Inc.*, 387 B.R. 115, 122 (Bankr. D. Del. 2008) (holding where "the parties entered a multi-part contract, that contract cannot be severed after the fact if the parties entered it as a single whole, so that there would have been no bargain whatever, if any promise or set of promises were struck out" (quotation omitted)); *In re Plaza*, 363 B.R. 517, 522 (Bankr. S.D. Tex. 2007) (holding single, inseverable contract "must be assumed or rejected in its entirety"); *see also JDB Med., Inc. v. The Sorin Grp., S.p.A.*, No. 07-CV-00350-REB-CBS, 2008 WL 10580039, at *7 (D. Colo. June 11, 2008) (finding it undisputed that an integrated contract was "valid and enforceable").

CONCLUSION AND PRAYER

The Elevation Parties therefore respectfully request that the Court enter summary judgment on Extraction's declaratory judgment claims, declare that the Gathering Agreements run with the land, and grant the Elevation Parties such other and further relief to which they are entitled.

Dated: September 10, 2020
Wilmington, Delaware

Respectfully submitted,

By: */s/ Paul N. Heath*

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Counsel to the Special Committee of the Board of Directors of Elevation Midstream, LLC and to GSO EM Holdings LP

EXHIBIT A

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
EXTRACTION OIL & GAS, INC., *et al.*,[1] Debtors.	)	Case No. 20-11548 (CSS) Jointly Administered
EXTRACTION OIL & GAS, INC. Plaintiff,	)	Adversary Proceeding Case No. 20-50839(CSS)
v.	)	
ELEVATION MIDSTREAM, LLC Defendant.	)	

DECLARATION OF ANINDYA MISHRA

I, Anindya Mishra, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am a Vice President and member of the Board of Directors and Special Committee of the Board of Directors of Elevation Midstream, LLC ("Elevation"). GSO EM Holdings LP ("GSO" and collectively with Elevation, the "Elevation Parties") owns 99.99% of the Common Units and 100% of the Preferred Units of Elevation. GSO is an affiliate of GSO Capital Partners LP ("GSO Capital"). I am a Principal at GSO Capital. I have been employed by GSO Capital since 2015 and have been in my current position with GSO Capital since 2019. I am familiar with the Elevation Parties' business affairs, and I am specifically familiar with the Gathering Agreements, defined below, and Elevation's operations under the Gathering Agreements. I am

[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 (8170k); 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.

over the age of 18 and am fully competent to testify to the matters contained in this Declaration, which are based on my personal knowledge and my knowledge through my roles at Elevation and GSO Capital.

2. I submit this declaration in support of (i) *Defendant's Cross-Motion for Summary Judgment* (the "Cross-MSJ") in the above-captioned adversary proceeding; and (ii) the *Objection of Elevation Midstream, LLC and GSO EM Holdings LP to the Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases* (the "Objection").

A. Elevation, GSO, and the Midstream Facilities.

3. My understanding is that Elevation was initially created by Extraction Oil & Gas, Inc. ("Extraction") to operate as a midstream gatherer for Extraction's hydrocarbons and produced water and that in 2017-2018, Extraction sought third party investors in Elevation to fund the costs to develop, construct and install certain gathering, compression and stabilization systems, along with related pipelines, infrastructure, equipment, fixtures, and improvements (collectively, the "Midstream Facilities") in the Broomfield, Southwest Wattenberg, and Hawkeye areas of Colorado.

4. GSO agreed to invest in Elevation as part of an integrated transaction that, as GSO understood it, would enable Extraction to focus its capital dollars on drilling and completion of its wells, while using third party capital (specifically, that of GSO) to fund the construction of the Midstream Facilities.

B. Gathering Agreements and Related Documentation.

5. As part of this transaction, Elevation and Extraction entered into three "Gathering Agreements," each dated as of July 3, 2018: (1) the Gas Gathering and Compression Agreement (as amended, the "Gas Agreement"); (2) the Crude Oil Gathering and Stabilization Agreement (as

amended, the "Oil Agreement"); and (3) the Produced Water Gathering Agreement (as amended, the "Water Agreement"). The Gas Agreement, Oil Agreement, and Water Agreement are referred to herein, in the Cross-MSJ, and in the Objection, collectively, as the "Gathering Agreements."

6. A true and correct copy of the Gas Agreement is attached as Exhibit 1.

7. A true and correct copy of the Oil Agreement is attached as Exhibit 2.

8. A true and correct copy of the Water Agreement is attached as Exhibit 3.

9. GSO has consented to three amendments to the Gathering Agreements.

10. A true and correct copy of the First Amendment to the Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement and Produced Water Gathering Agreement, dated as of September 20, 2018, is attached as Exhibit 4.

11. A true and correct copy of the Second Amendment to the Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement and Produced Water Gathering Agreement, dated as of April 18, 2019, is attached as Exhibit 5.

12. A true and correct copy of the Third Amendment to the Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement and Produced Water Gathering Agreement, dated as of December 16, 2019, is attached as Exhibit 6.

13. Under the Gathering Agreements, Extraction expressly dedicated to Elevation the Dedicated Interests (as defined in the Gathering Agreements, which include the lands, mineral easements, leases, wells, crude oil, gas, and water therein and thereunder in the Dedicated Area that were not subject to a "Current Existing Dedication" (as defined in the Gathering Agreements)), and assigned and conveyed to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns. Extraction also is required under the Gathering Agreements to deliver to

Elevation all crude oil, gas, and water produced from the Dedicated Interests in the Dedicated Area (the "Delivery Obligation").

14. In conjunction with the execution of the Gathering Agreements, Elevation, Extraction, and two of Extraction's affiliates—8 North, LLC ("8 North") and Axis Exploration, LLC ("Axis")—executed a Memorandum of Agreement for each Gathering Agreement (each, a "Memorandum," and collectively, the "Memoranda"). The Memoranda for the Gathering Agreements were filed in each of the Colorado Counties of Adams, Arapahoe, Boulder, Douglas, Elbert and Weld, as well as the Cities and Counties of Broomfield and Denver.

15. A true and correct copy of the Memoranda for the Gas Agreement filed in each of the Counties of Adams, Arapahoe, Boulder, Douglas, Elbert and Weld, and the Cities and Counties of Broomfield and Denver, are collectively attached as Exhibit 7.

16. A true and correct copy of the Memoranda for the Oil Agreement filed in each of the Counties of Adams, Arapahoe, Boulder, Douglas, Elbert and Weld, and the Cities and Counties of Broomfield and Denver, are collectively attached as Exhibit 8.

17. A true and correct copy of the Memoranda for the Water Agreement filed in each of the Counties of Adams, Arapahoe, Boulder, Douglas, Elbert and Weld, and the Cities and Counties of Broomfield and Denver, are collectively attached as Exhibit 9.

18. As part of the overall transaction, Elevation, Extraction, 8 North, and Axis also executed a Ratification Agreement on July 3, 2018 (the "Ratification Agreement"). A true and correct copy of the Ratification Agreement is attached as Exhibit 10.

19. Also as part of the overall transaction, Elevation, GSO, and XTR Midstream, LLC (an affiliate of Extraction), executed the First Amended and Restated Limited Liability Company Agreement of Elevation Midstream, LLC, dated as of July 3, 2018 (the "LLC Agreement"). A

true and correct copy of the LLC Agreement as of July 3, 2018 is attached as Exhibit 11, which was subsequently amended.

C. Performance Under the Gathering Agreements.

20. Substantially all of Elevation's income is derived from the Gathering Agreements and is dependent on payment from Extraction. Elevation provides midstream services to Extraction pursuant to the Gathering Agreements. Elevation's midstream services involve the gathering, stabilization and compression of hydrocarbons and produced water, to serve the development of Extraction's Dedicated Area. Pursuant to the Gathering Agreements, the "Dedicated Area" means the certain specific geographic locations in the Broomfield and Hawkeye areas of Colorado identified by township and range descriptions in Exhibit C of the Gathering Agreements.

21. In reliance on the Dedicated Interests and Delivery Obligation as provided in the Gathering Agreements, (i) approximately $350 million has been spent on the Midstream Facilities, and (ii) Elevation (with Extraction's affiliate, XOG Services, LLC, as its manager) designed and constructed the Midstream Facilities that are used to gather, process, and transport the oil, gas, and water on, under, and through the Dedicated Area under the Gathering Agreements. The Midstream Facilities were built in advance of, and in anticipation of, Extraction fulfilling its drilling obligations. Elevation commenced moving crude oil, natural gas and water through certain of the Midstream Facilities in October 2019 and is continuing to perform under the Gathering Agreements.

22. Each Gathering Agreement—specifically Exhibit A, Section XV(c), and Exhibit F—includes a "Drilling Commitment," which requires Extraction to drill, complete, equip, and connect a defined number of wells in the Dedicated Area by the end of 2022, based on the Elevation

Parties' current investment in the Midstream Facilities. The Drilling Commitment is an important covenant to Elevation to ensure that Extraction provides income to Elevation. Pursuant to the Drilling Commitment, there are currently more than [redacted] wells that Extraction has not yet drilled.

23. Extraction has assigned to Elevation easements and rights-of-way. A true and correct copy of the Assignment of Easement Interests, dated as of March 23, 2018, is attached as Exhibit 12. Extraction also granted easements and rights-of-way to Elevation in the Gathering Agreements. Pursuant to and relying on those easements and rights-of-way granted by the Assignment of Easement Interests and by the Gathering Agreements, Elevation laid many miles of midstream infrastructure and pipe and otherwise constructed the Midstream Facilities to connect to Extraction's well sites. Elevation's Midstream Facilities in the City of Broomfield were constructed at the locations that Extraction and the City identified for such facilities. Elevation understands that pipelines have been installed in several instances on Extraction's leasehold interest that are part of Elevation's Midstream Facilities.

24. During the course of performance of the Gathering Agreements, Extraction has sought GSO's approval pursuant to Section 2.3 of the Gathering Agreements to release certain Dedicated Interests from the dedications in the Gathering Agreements in connection with Extraction's consummation of acreage swaps by Extraction and/or one of its affiliates. On or about July 18, 2018, Extraction sought GSO's consent to an acreage swap between Axis and ConocoPhillips Company and Burlington Resources Oil & Gas Company LP (together, "COP"), whereby Axis would convey to COP certain of the "Dedicated Interests" (as defined in the Gathering Agreements). A true and correct copy of GSO's Consent to Assign Dedicated Interests, dated as of July 18, 2018, is attached as Exhibit 13. Further, on April 8, 2019, Extraction sought GSO's consent to an acreage swap between Extraction and Grizzly Petroleum Company, LLC

("Grizzly"), whereby Extraction would convey to Grizzly certain Dedicated Interests. A true and correct copy of GSO's Consent to Assign Dedicated Interests, dated as of April 8, 2019, is attached as Exhibit 14.

25. The Gathering Agreements relate to Extraction's oil and gas leases in the Dedicated Area. The Midstream Facilities encompass an infield gathering system that reaches to Extraction's well pads and gathers its production to a central gathering point facility. Elevation's pipelines are primarily located within the urban area of the City of Broomfield. Based on Elevation's understanding, Elevation's Midstream Facilities gather approximately 25% of Extraction's total production and that percentage of Extraction's overall production is expected to grow materially over the next few years as Extraction's development activities are likely to increase materially in the Dedicated Area in relation to the other assets of Extraction. Both Extraction's exploration and production operations and Elevation's pipeline infrastructure and gathering are subject to the Amended and Restated Oil and Gas Operator Agreement between Extraction and the City and County of Broomfield, dated October 24, 2017 (the "Broomfield OA"). A true and correct copy of the Broomfield OA, as available on the City of Broomfield's website, is attached as Exhibit 15. The Broomfield OA requires the utilization of pipelines for the transportation of oil, natural gas and water, and requires the minimization of the use of trucks for transportation. In addition, the Broomfield OA only provides for the construction of one gathering system.

26. Because the Midstream Facilities are located in or near residential areas, the City of Broomfield required a number of material upgrades to the Midstream Facilities. These included, among other things, tankless batteries, electric compression, Class 4 design regardless of requirement, leak detection, and secondary containment.

27. Eleva..on's understanding is that, under the Broomfield OA, Extraction has the right to complete an additional 54 well sites within the City of Broomfield. If Extraction intends to drill any new wells in the City of Broomfield, it is currently required to commence drilling on any such well sites no later than December 31, 2022. Based upon information I have reviewed in Extraction's recent reserve report, such additional wells represent [redacted] equivalent of net reserves.

28. The Elevation Parties understand that Extraction has no practical alternative other than using Elevation's Midstream Facilities to gather, compress and stabilize its crude oil, natural gas and water in the City of Broomfield, as well as in the areas outside of the City of Broomfield that are currently connected to Elevation's Midstream Facilities. Without access to the Midstream Facilities—or a practical, viable alternative—Extraction would be unable to gather, compress, stabilize, or transport the oil, gas and water in the Dedicated Area, or market any such hydrocarbons.

29. Because natural gas cannot be trucked as a practical matter, and must be transported using pipelines, the Elevation Parties understand that any alternative arrangement to the Midstream Facilities regarding natural gas would necessarily have to include Extraction attempting to flare all such gas volumes into the atmosphere, if flaring were even permitted by Colorado regulators.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED: September 10, 2020

ANINDYA MISHRA

EXHIBIT 1

Execution Version

GAS GATHERING AND COMPRESSION AGREEMENT

BY AND BETWEEN

ELEVATION MIDSTREAM, LLC

AND

EXTRACTION OIL & GAS, INC.

[Table of Contents Redacted]

GAS GATHERING AND COMPRESSION AGREEMENT

This GAS GATHERING AND COMPRESSION AGREEMENT (this "Agreement") is made and entered as of July 3, 2018 (the "Effective Date"), by and between ELEVATION MIDSTREAM, LLC, a Delaware limited liability company ("Elevation"), and EXTRACTION OIL & GAS, INC., a Delaware corporation ("Producer"). Elevation and Producer are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

Background:

WHEREAS, Producer and/or its Affiliates (as hereinafter defined) own certain interests in oil and gas, lands, leases and wells on lands located in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Elbert and Weld Counties, Colorado, and City of Broomfield Colorado within an area of mutual interest (the Dedicated Area (as hereinafter defined)) and Producer and/or its Affiliates owns, controls or otherwise has the right to market the natural gas produced therefrom; and

WHEREAS, Producer and/or its Affiliates desires to dedicate and deliver, from time to time, and Elevation desires to receive, gather and compress Producer's Gas (as hereinafter defined), all on the terms and conditions set forth in this Agreement.

Agreement:

NOW THEREFORE, in consideration of the premises and of the mutual covenants in this Agreement, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, Elevation and Producer agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. Capitalized terms used herein, but not defined herein, shall have the meanings given to such terms in Exhibit A, General Terms and Conditions ("GTC"), attached to and made a part of this Agreement for all purposes.

ARTICLE II
DEDICATION; COMMITTED GAS

Section 2.1 Dedication. Subject to the terms of this Agreement, and except as provided in Section 2.2, Producer, on its behalf and on behalf of its Affiliates, hereby commits and dedicates the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from Producer and its Affiliates at the Delivery Points all Gas therein and thereunder and as may be produced therefrom to the performance of this Agreement (collectively, the "Dedication") and agrees to connect all of Producer's wells within the Dedicated Area to the Gathering and Compression System and deliver to Elevation at the Delivery Points one hundred percent (100%) of the Gas produced from the Dedicated Interests and from the Other Interests ("Producer's Gas") (collectively, the "Delivery Obligation").

Producer represents and warrants to Elevation that (a) it has the right to make the Dedication and the Delivery Obligation and to grant the servitudes in the Dedicated Interests (collectively, the Dedication, the Delivery Obligation, and such servitudes in the Dedicated Interests, the "Property Rights") as provided in Section 2.4 and (b) effective as of the Effective Date, there are no (1) prior conflicting Property Rights covering any of the Dedicated Interests, Other Interests or Producer's Gas that are in effect as of the date of this Agreement or (2) other Property Rights in the Dedicated Area, except, in each case, as set forth on Schedule 2.1 (the "Current Existing Dedications"). Producer represents and warrants to Elevation that it has the authority to bind its existing or future Affiliates holding any Dedicated Interests to the creation of the Property Rights.

In the event interests are acquired by Producer or its Affiliates after the Effective Date of this Agreement and such interests are subject to an existing conflicting Property Rights at the time of such acquisition, such interests shall be excluded from the Dedicated Interests for the term of such existing dedication but only to the extent of such conflict; *provided* that Producer will not (and will cause its Affiliates not to) extend or renew the term of such existing dedication. Without limiting the above, Producer shall terminate that certain Kerr McGee Gathering LLC Contract #19944 (Sovereign Acquisition) by June 30, 2018, with termination to be effective on July 31, 2018. Following the expiration of (i) a Current Existing Dedication or (ii) a dedication existing at the time of an acquisition by Producer or its Affiliates, Elevation shall have the option to cause Producer's Gas previously subject to (i) or (ii) to be connected to the Gathering and Compression System at Elevation's sole cost and expense.





Section 2.3 Assignment of Dedicated Interests. Producer agrees that any sale, assignment or pledge of all or any portion of the Dedicated Interests will be made expressly subject to this Agreement and will be sold, assigned or pledged in accordance with GTC Section XII. Producer may or its Affiliates may enter into any agreement pursuant to which any of the Dedicated Interests may be conveyed from Producer to a third party as part of an acreage swap (an "Acreage Swap Agreement"), in which case:

(a) such Dedicated Interests conveyed from Producer or its Affiliates pursuant to such Acreage Swap Agreement (the "Conveyed Interests"), and Dedicated Interests, other Property Rights, Other Interests and Producer's Gas associated with such Conveyed Interests shall be permanently released from this Agreement and the Parties shall execute such instruments (including an updated Memorandum of Agreement) as Producer or its Affiliates shall reasonably request to evidence the foregoing in a mutually agreeable form; *provided* that an Acreage Swap Agreement providing for the exchange of [redacted] or more net acres included in the Dedicated Interests, in one or a series of related transactions, requires the prior written consent of the Investor Representative, not to be unreasonably withheld; *provided,*

further, however, that if at the time there is reasonably expected to be a decrease to the future cash flows, including the timing thereof, to Elevation as a result of any Acreage Swap Agreement during the term of this Agreement (other than those conducted in accordance with Section 2.3(d)), the Parties shall work in good faith to provide for compensation to Elevation whereby Elevation is economically no worse off following such transaction than prior to such transaction; and

(b) the acreage conveyed to Producer pursuant to such Acreage Swap Agreement that is located within the Dedicated Area (the "Received Interests") shall, as of the time of such conveyance to Producer, be subject to this Agreement and included in the Dedicated Interests, and the Parties shall execute such instruments (including an updated Memorandum of Agreement) as Elevation shall reasonably request to evidence the foregoing in a mutually agreeable form.

(c) the Parties agree that Elevation may elect not to permanently release such Dedicated Interests, other Property Rights, Other Interests and Producer's Gas produced from such Conveyed Interests transferred pursuant to an Acreage Swap Agreement in the event any of the following circumstances exist: (i) the Received Interests are not or will not be operated by Producer or its Affiliates; (ii) the Received Interests are subject to conflicting Property Rights; (iii) the Received Interests do not have a substantially equivalent number of acres as compared to the Conveyed Interest; or (iv) a Delivery Point exists, or construction of a New Delivery Point has begun, on the Conveyed Interests and Producer has not agreed to reimburse Elevation for the direct and reasonable costs incurred by Elevation in the construction and connection of such Delivery Point or New Delivery Point, as applicable.

(d) Notwithstanding anything else contained herein, Producer or its Affiliates may, from time to time, in connection with one or a series of Acreage Swap Agreements of less than [redacted] net acres, require a permanent release from the Dedication (and Producer or its Affiliates may effect such permanent release without Elevation's consent) of the applicable Dedicated Interests, other Property Rights, Other Interests and Producer's Gas associated with such Conveyed Interests and Producer's Gas produced from such Conveyed Interests; provided that the Received Interests have a substantially equivalent number of net acres (with substantially the same fair market value) as compared to the Conveyed Interest; provided, further, that the total number of net acres included in the Conveyed Interests permanently released pursuant to this Section 2.3(d) and Section 2.3(d) of each of the Crude Agreement and Water Gathering Agreement shall not exceed [redacted] net acres; provided, further, that the Received Interests shall become subject to this Agreement and included in the Dedicated Interests in accordance with Section 2.3(b). Furthermore, any acreage released in connection with any Acreage Swap Agreement otherwise in compliance with Sections 2.3(a), 2.3(b), and 2.3(c) of this Agreement shall not be taken into consideration for the purposes of the [redacted] net acre limitation set forth in this Section 2.3(d). For the avoidance of doubt, all of the restrictions described in this Section 2.3 shall apply to an acreage swap providing for the exchange of [redacted] or more net acres included in the Dedicated Interests, in one or a series of related transactions.

Section 2.4 Covenant Running with Land. The Dedication and the Delivery Obligation, the grant of servitude hereinafter provided and other Property Rights and Producer's covenants under Section 2.3, together with all other related commitments in this Agreement and the matters set forth in GTC Section XV(a), GTC Section XV(b) and GTC Section XV(c) are not merely contract rights but are covenants running with (and touching and concerning) all of the Dedicated Interests (including the underlying Gas, lands, leases and wells) and, in addition, are binding upon the successors and assigns of Dedicated Interests and/or Producer's Gas. Producer acknowledges and agrees that the Dedication and Delivery Obligation made hereunder assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns, without which, Elevation would be unwilling to enter into or perform under this Agreement.





Section 2.8 Producer Affiliates¶. Producer shall immediately cause all of its Affiliates owning (whether now or hereafter) any Dedicated Interests to execute and notarize (in recordable format) a Ratification Agreement attached hereto as Exhibit I pursuant to which each such Affiliate shall ratify, approve and adopt this Agreement as a Producer as though it executed this Agreement directly; provided, however, that Producer is hereby appointed by each Affiliate of Producer to give and receive all notices, to make and receive all payments and to exercise all remedies, obligations and liabilities of Producer hereunder for all purposes, until such time as either Affiliate provides Elevation written notice that it no longer wishes Producer act on its behalf under this Agreement. Elevation shall file such agreement of record as soon as reasonably practicable following its execution. Producer hereby indemnifies, releases and holds harmless

Elevation from any and all damages in favor of the Affiliates arising out of or in any way connected to Elevation relying on Producer's actions pursuant to this Section 2.8.

ARTICLE III
GATHERING AND COMPRESSION FACILITIES

Section 3.1 Construction, Ownership and Operation of the Gathering and Compression System by Elevation. Subject to the terms and conditions of this Agreement, Elevation or one of its Contracting Party Affiliates will, at Elevation's sole cost and expense, design, construct, own, operate, and maintain the Gathering and Compression System in order to gather and compress Producer's Gas produced from Dedicated Interests, including all related appurtenances and facilities and any modifications, additions or extensions thereto sufficient to gather and compress the quantities of Producer's Gas. Elevation or one of its Contracting Party Affiliates will also design, construct, own, operate, and maintain the Delivery Points initially identified in Exhibit B on the Gathering and Compression System (the "Initial Delivery Points") according to the specifications set forth in Exhibit D. Elevation will use its reasonable commercial efforts to connect to the Initial Delivery Points listed in Exhibit B and achieve Substantial Completion by the Substantial Completion Date. Notwithstanding the foregoing provisions of this Section 3.1 or the other provisions of this Agreement, if (a) Producer or a Contracting Party Affiliate of Producer is the Manager under the MSA or (b) a Budget Cure Failure or Completion Failure has occurred, in each case, at the time of, or immediately prior to, the Substantial Completion Date, there shall be no liability to Elevation if Elevation fails to connect to the Initial Delivery Points listed in Exhibit B and/or to achieve Substantial Completion by the Substantial Completion Date.

Section 3.2 Condensate; Stabilizer Gas. Notwithstanding anything in this Agreement to the contrary, and subject to the terms of that certain Crude Oil Gathering and Stabilization Agreement, by and between Elevation and Producer, dated as of the date hereof, 2018 (the "Crude Agreement"):

(a) Elevation shall, at its sole cost and expense, deliver or cause to be delivered to the Central Gathering Facility all Condensate attributable to Producer's Gas received or recovered by Elevation at the Compressor Station, and such Condensate shall be included in the volumes of crude oil delivered by Producer under the terms of the Crude Agreement; and

(b) Elevation shall, at its sole cost and expense, deliver or cause to be delivered to the Compressor Station all Gas, including, but not limited to, Stabilizer Gas, attributable to Producer's crude oil received or recovered by Elevation at the Central Gathering Facility, and such Gas shall be included in any applicable calculations of volumes of Gas delivered by Producer under this Agreement.

Section 3.3 Subsequent Connection Obligations; Delays; Releases.

(a) New Delivery Point Notices. Producer shall provide notice ("New Delivery Point Notice") to Elevation if Producer desires to establish a new Delivery Point within the Dedicated Area (other than the Initial Delivery Points set forth in Exhibit B) (each, a "New

Delivery Point"). The New Delivery Point Notice shall include (i) the approximate location of the New Delivery Point and (ii) the requested in-service date.

(b) Producer's Connection Obligations; Amendment of Exhibit B. Each time Producer delivers a New Delivery Point Notice hereunder, Producer will commence and complete with due diligence, at Producer's sole cost and expense, the installation of the facilities necessary to enable Producer to deliver Producer's Gas to the New Delivery Point. Upon request by either Party, given no more frequently than once per quarter, the Parties shall add such New Delivery Points to Exhibit B by amendment of this Agreement.

(c) Connection Obligations of Elevation. Promptly after Elevation receives a New Delivery Point Notice, Elevation will commence and complete with due diligence the installation of the custody transfer meter, tap, pipeline, and other facilities necessary to enable Elevation to receive deliveries of Producer's Gas at the New Delivery Point and gather and compress it on the Gathering and Compression System by the dates specified below (each a "Connection Deadline").

(i) Connection Deadlines for New Delivery Points.

(A) Elevation shall use commercially reasonable efforts to complete the installation of the New Delivery Point by the requested in-service date specified in the New Delivery Point Notice;

(B) If the New Delivery Point is located [redacted] miles or less from the Gathering and Compression System, Elevation shall be obligated to complete the installation of such New Delivery Point by [redacted] Days after Elevation receives the New Delivery Point Notice for such New Delivery Point; and

(C) If the New Delivery Point is located more than [redacted] miles from the Gathering and Compression System, Elevation shall be obligated to complete the installation of such New Delivery Point within [redacted] Days after Elevation receives the New Delivery Point Notice for such New Delivery Point.

(d) Connection Delays; Producer's Self Help Remedy and Release Rights. If Elevation does not complete construction of the facilities needed to take possession at the applicable Delivery Point by (i) with respect to the Initial Delivery Points, the Substantial Completion Date, and (ii) with respect to the New Delivery Points, the applicable Connection Deadline, for any reason (including, but not limited to, matters attributable to Producer or Force Majeure), Producer shall have the option to immediately temporarily release from the dedication of all Producer's Gas produced from wells then or thereafter producing that require the proposed Delivery Point to deliver such Producer's Gas hereunder (such wells, the "Delivery Point Properties") from the dedication subject to Elevation's right to resume receipts at a subsequent time when the Delivery Point has been completed; *provided, however,* the released Delivery Point Properties shall not again be subject to dedication hereunder until the first (1st) day of the Month following thirty (30) Days' notice delivered to Producer by Elevation that such Delivery

Point has been completed; *provided* that Producer will resume deliveries of any such released volumes prior to the expiration of such period if reasonably practicable, as determined by Producer. Furthermore, if Elevation does not complete construction of the facilities needed to take possession at the applicable Delivery Point by (A) (1) with respect to the Initial Delivery Points, one hundred twenty (120) Days following the Substantial Completion Date, and (2) with respect to the New Delivery Points, one hundred twenty (120) Days following the applicable Connection Deadline, for any reason other than Force Majeure (including, but not limited to, matters attributable to Producer) or (B) (1) with respect to the Initial Delivery Points, one hundred eighty (180) Days following the Substantial Completion Date, and (2) with respect to the New Delivery Points, one hundred eighty (180) Days following the applicable Connection Deadline, as a result of a Force Majeure, Producer will have only the following remedies:

(i) Producer shall have the right and option, but not the obligation, to acquire and/or construct or cause a third party to acquire and/or construct the facilities necessary to connect Producer's Gas from the uncompleted Delivery Point to the Gathering and Compression System. In order to exercise such option, Producer shall deliver a written notice of such election to Elevation within thirty-five (35) Days after the Substantial Completion Date or relevant Connection Deadline, as applicable (a "Construction Election Notice"). If Producer delivers a Construction Election Notice to Elevation, Elevation will reimburse Producer (within 30 Days of receiving an invoice therefor) for [redacted] of the out-of-pocket costs associated with the design, construction and installation of said facilities. Such costs shall include, without limitation, the costs associated with: (A) the acquisition of easements, rights-of-way and surface use agreements, title reports, title opinions and/or title insurance, (B) the conduct of land surveys, and (C) the acquisition of all other materials and equipment used or obtained in constructing said facilities. Thereafter, the newly constructed facilities shall be owned and operated by Elevation unless otherwise agreed by the Parties. PRODUCER MAKES NO WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY FACILITIES ACQUIRED AND/OR CONSTRUCTED PURSUANT TO THIS Section 3.3(D)(I) AND CONVEYED TO ELEVATION.

(ii) Provided that Producer has not exercised the remedy set forth in Section 3.3(d)(i) above, Producer will have the option, exercisable at any time prior to the connection of the Delivery Point Properties, to a permanent release of the applicable Delivery Point Properties from the dedication under this Agreement; *provided* that it is the Parties intent that the all lands and Gas encompassed within the Dedicated Area which have not been specifically subject to a permanent release under this Section 3.3(d)(ii), shall remain dedicated to Elevation and the Dedication shall remain in full force and effect for the duration of the term of this Agreement.

The remedies described in this Section 3.3(d) do not apply if Producer or its Contracting Party Affiliate is Manager under the MSA at the time of, or immediately prior to, a connection delay and Elevation shall not be liable for any breach of this Section 3.3(d) that occurs while (A) Producer or its Contracting Party Affiliate is Manager under the MSA or (B) with respect to the Initial Delivery Points, a Budget Cure Failure or Completion Failure has occurred.

Section 3.4 New Area. If Producer drills a well outside of the Dedicated Area and within the locations identified on Schedule 3.4 ("New Well") that Producer desires to connect to the Gathering and Compression System, Producer will provide written notice to Elevation (a "New Delivery Point Notice") that Producer intends to establish a new Delivery Point (each, a "New Delivery Point") as if such Delivery Point were located within the Dedicated Area. Elevation shall have thirty (30) Days from the receipt of the New Delivery Point Notice to elect to construct such New Delivery Point. If Elevation elects to construct such New Delivery Point upon obtaining the consent of the Investor Representative, Elevation and Producer shall commence construction of the New Delivery Point according to the procedures set forth in Section 3.3. Upon completion of the New Delivery Point, the township where the New Well is located will become part of the Dedicated Area and Exhibit C shall be amended to reflect such township. Notwithstanding the foregoing, if pre-existing conflicting Property Rights are effective in such township, such interests shall be excluded from the Dedicated Interests for the term of such existing conflicting Property Rights but only to the extent of such conflict; *provided* that Producer will not (and will cause its Affiliates not to) extend or renew the term of such existing conflicting Property Rights.

[redacted]

ARTICLE IV
DELIVERY POINTS; FEES

[redacted]

[redacted]

Section 4.3 Fee.

(a) Producer will pay Elevation a Monthly fee for the services provided under this Agreement (the "Fee") equal to the sum of (x) (1) the Broomfield Rates *multiplied by* (2) the aggregate volume of Producer's Gas in Mcfs (measured at the Delivery Points) from the Broomfield Dedicated Area during such Month and (y) (1) the Hawkeye Rates (together with the Broomfield Rates, the "Rates") *multiplied by* (2) the aggregate volume of Producer's Gas in Mcfs (measured at the Delivery Points) from the Hawkeye Dedicated Area during such Month.

Except as expressly provided under this Agreement, the Fee shall be in full consideration of all services provided by Elevation to Producer under this Agreement.



[Page 12 Redacted]

[redacted]

ARTICLE VII
TERM

This Agreement is effective as of the Effective Date and will remain in full force and effect thereafter for a primary term of fifteen (15) Years following the Substantial Completion Date (the "Primary Term") and, unless terminated by either Party upon written notice delivered to the other Party at least sixty (60) Days prior to the last Day of the Primary Term, will continue Year-to-Year (each, a "Secondary Term") unless terminated by either Party upon written notice delivered to the other Party at least sixty (60) Days prior to the last Day of the current Secondary Term. The termination of this Agreement will not excuse any obligations incurred under this Agreement prior to the effective date of any such termination of this Agreement.

[redacted]

[Page 14 Redacted]

ARTICLE IX
EXHIBITS; COUNTERPART EXECUTION

[redacted]

Section 9.3 Memorandum of Agreement. Contemporaneously with the execution of this Agreement (and from time to time at the reasonable request of Elevation), the Parties will execute and notarize in recordable format, a memorandum of agreement in the form attached as Exhibit E and Elevation shall file such memorandum of record as soon as reasonably practicable following its execution. Upon (i) Producer obtaining a permanent release under this Agreement or (ii) the termination or expiration of this Agreement, Elevation shall, within fifteen (15) Days, of Producer's written request, deliver to Producer a release memorandum that supersedes the then-current memorandum in each county that contains relevant Dedicated Interests, but only to the extent of the Dedicated Interests subject to the permanent release.

[redacted]

[Page 16 Redacted]

[Signature Pages Redacted]

EXHIBIT A

GENERAL TERMS AND CONDITIONS

Section I Definitions

[redacted]

(l) "**Basic Documents**" means, collectively, the Purchase Agreement, the LLC Agreement, the MSA, the Oil Gathering Agreement, this Agreement, the Water Agreement and the other agreements referenced therein that are entered into among two or more of Elevation, Institutional Investor, XTR Midstream, LLC, Producer and/or any affiliate of the foregoing in connection transactions contemplated by this Agreement or the other Basic Documents.

[redacted]

(n) "**Broomfield Dedicated Area**" means the geographic area described as such on Exhibit C.

[redacted]

[Exhibit A – Pages 3-4 Redacted]

[redacted]

(uu) "**Dedicated Area**" means the Hawkeye Dedicated Area and the Broomfield Dedicated Area.

(vv) "**Dedicated Interests**" means (i) Producer's and/or its Affiliates' interests now held in lands, mineral interests, easements, leases, wells and Gas therein and thereunder, including the leases described on Exhibit C in the Dedicated Area, that are not subject to an Current Existing Dedication as of the Effective Date and operated by Producer or its Affiliates and (ii) Producer's and/or its Affiliates' interests hereafter acquired during the term of this Agreement in lands, mineral interests, easements, leases, wells and Gas therein and thereunder in the Dedicated Area that are operated by Producer or its Affiliates and not subject to an existing conflicting dedication or commitment as of the date acquired.

[redacted]

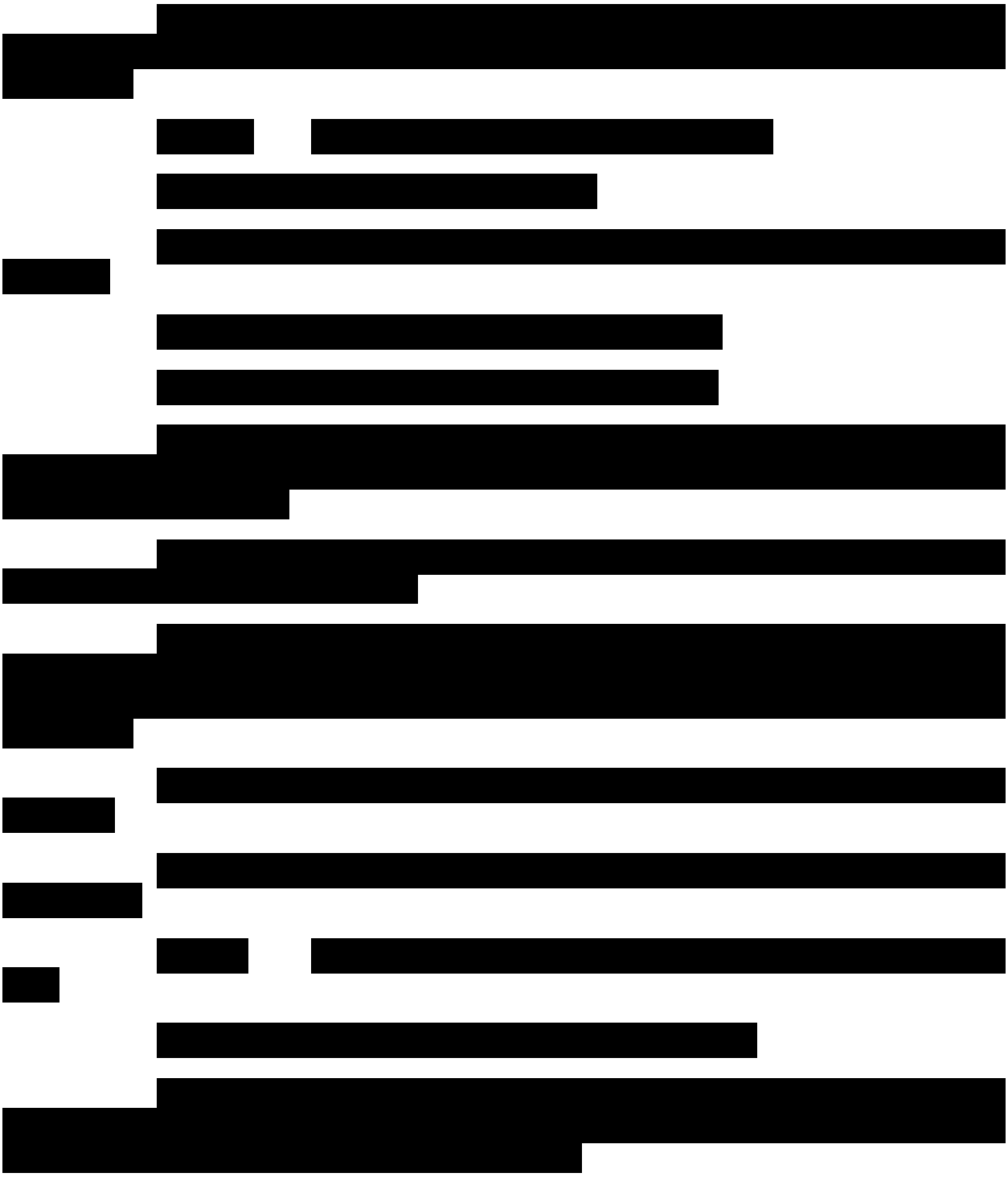
[Exhibit A – Page 6 Redacted]

[redacted]

(qqq) "**Hawkeye Dedicated Area**" means the geographic area described as such on Exhibit C.

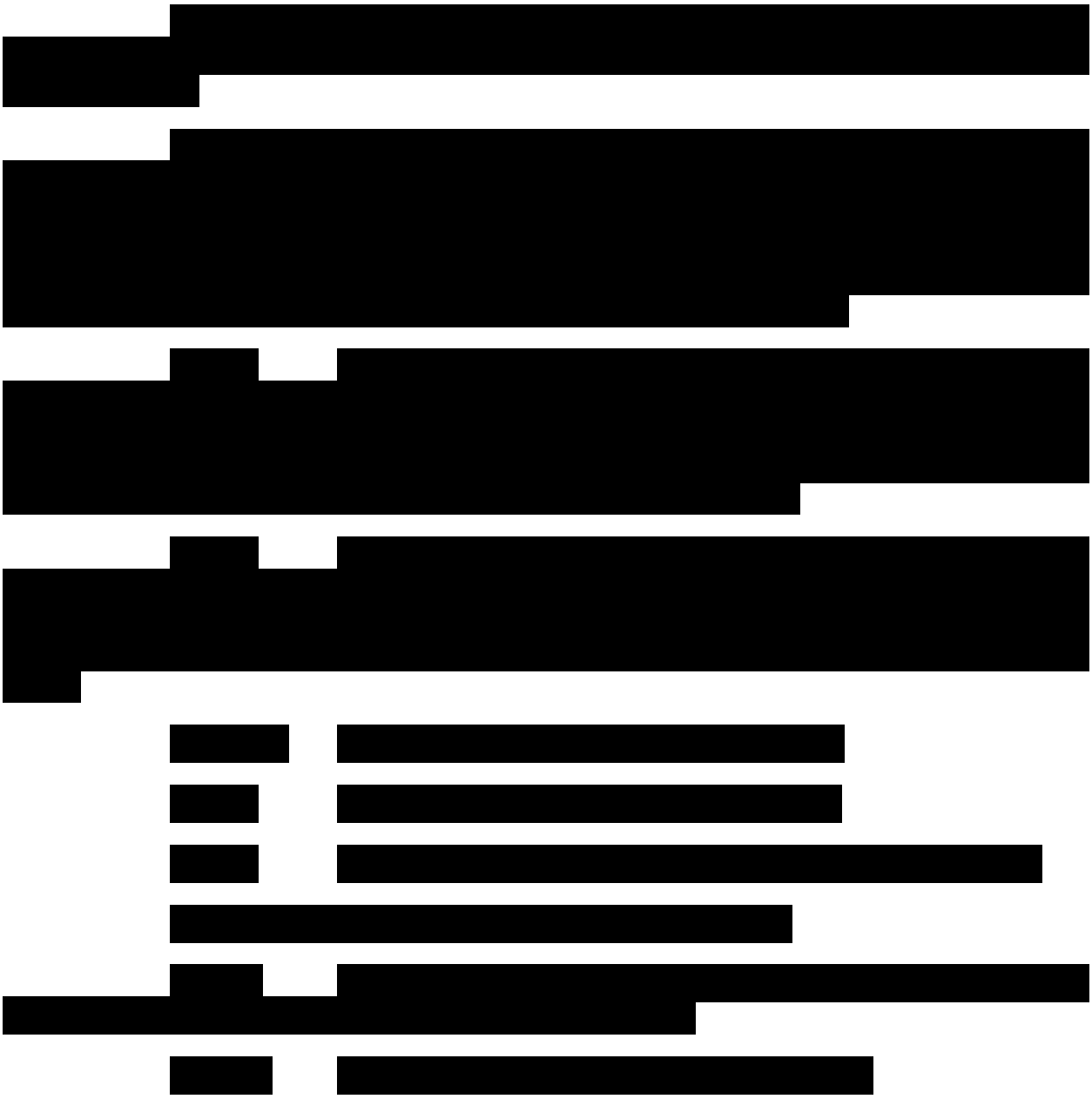
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[Exhibit A – Page 8-9 Redacted]



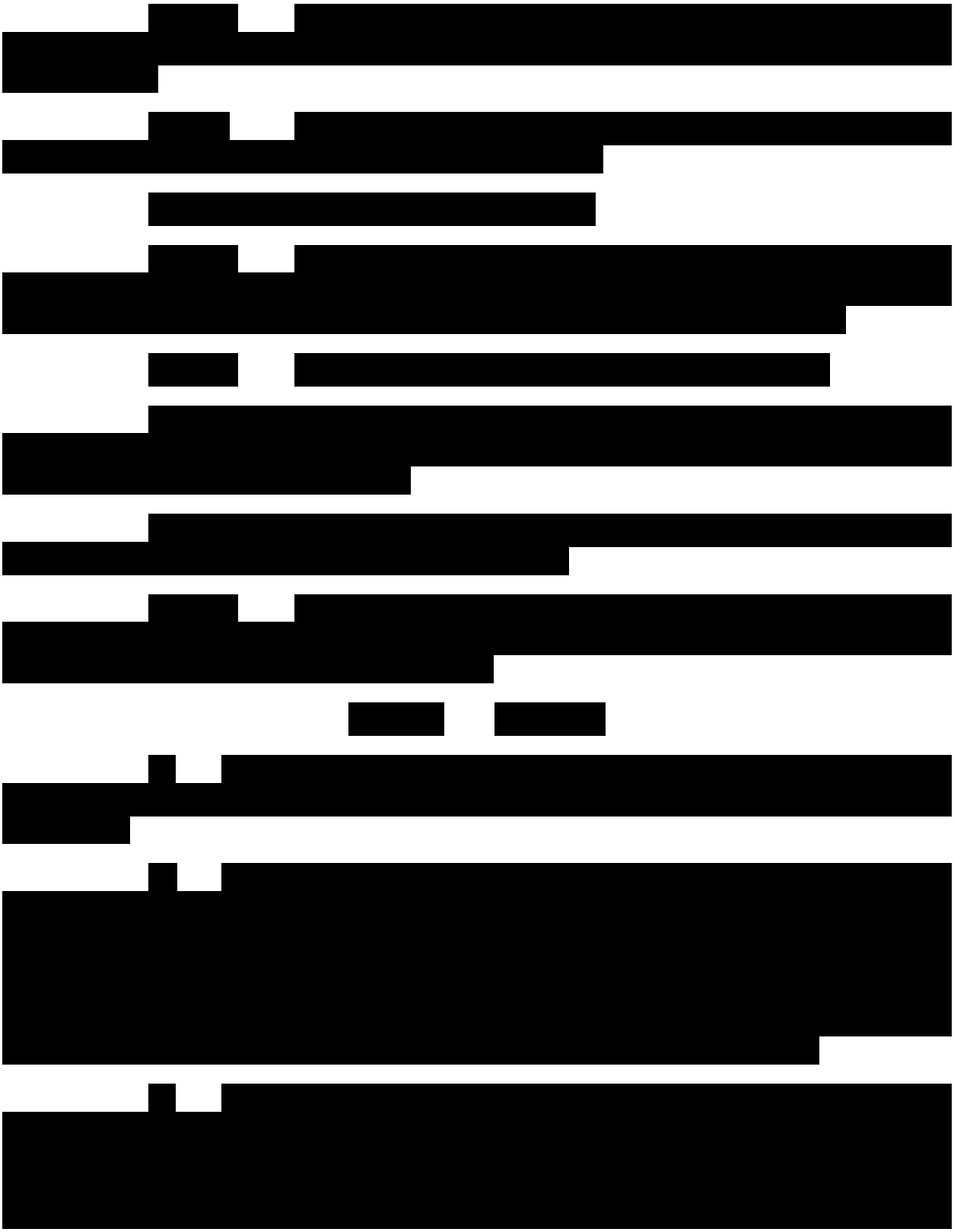
(zzzz) "**Other Interests**" means all interests of parties other than Producer and its Affiliates in the Dedicated Area, when such other-party interests are represented and controlled by Producer or in respect of which it has the right to market or otherwise deal with their Gas, including working interests, royalty interests, overriding royalty interests, net profits interests or other interests in Gas, but excludes any interests for which a party has exercised its take-in-kind rights under its agreement with Producer.

[Exhibit A – Page 11 Redacted]



(cccccc) "**Substantial Completion**" means that construction of the Gathering and Compression System and a sufficient number of Delivery Points has been completed and are ready to provide gathering and compression services in accordance with the terms of this Agreement, such that at least: (i) with respect to the Broomfield Dedicated Area, [redacted] per Day of gathering and compression capacity is ready and capable of flowing under this Agreement and (ii) with respect to the Hawkeye Dedicated Area, [redacted] per Day of gathering and compression capacity is ready and capable of flowing under this Agreement; *provided, however*, that to the extent that the Budget is amended in accordance with the LLC Agreement, then, with the prior written consent of the Investor Representative, this definition of Substantial Completion and the specifications set forth on Exhibit D-1 with respect to the Broomfield Dedicated Area and the Broomfield Facilities or Exhibit D-2 with respect to the

Hawkeye Dedicated Area and the Hawkeye Facilities shall be amended to the extent necessary to reflect such Budget amendment.



[Exhibit A – Pages 14-23 Redacted]

[redacted]

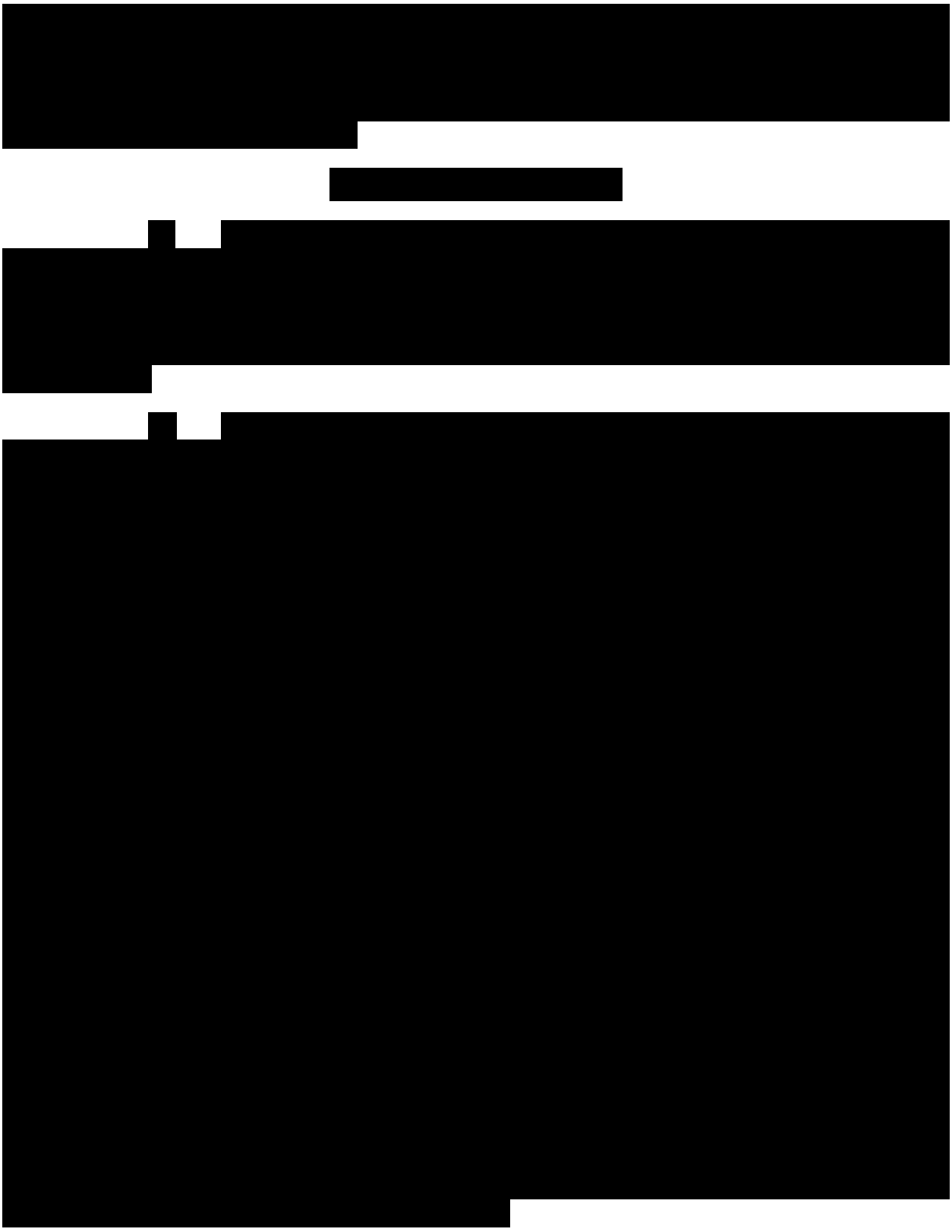
[redacted]

Section XII Assignment

This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Except for transfers and assignments to a Party's Contracting Party Affiliate ((i) for which the assigning Party shall remain liable for all obligations under this Agreement, and (ii) which shall require notice by the assigning Party, but no consent from the other Party), this Agreement (including the Drilling Commitment) may not be transferred or assigned, in whole or in part, by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed; *provided* that a request for credit support associated with the obligations under this Agreement shall not be considered an unreasonable condition to a transfer or assignment. Any assignment is violation of the foregoing shall be void *ab initio*. Additionally, any assignee of either Party's interest in this Agreement shall provide to the non-assigning Party, in a form reasonably acceptable to such non-assigning Party, a ratification of this Agreement (and related Memorandum of Agreement) whereby such assignee ratifies and assumes the obligations of the assigning Party, including with respect to the Property Rights.

Section XIII Laws and Regulations

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS. [redacted]



Section XV Other Covenants

(a) Corporate Opportunities. For so long as any Preferred Units are issued and outstanding, Producer covenants to, and agrees with, Investor Representative to comply with, and to cause each of Producer's Contracting Party Affiliates to comply with, the covenants, agreements, and other provisions of Sections 6.6(a) and 6.6(b) of the LLC Agreement applicable to any member of the Extraction Group, *mutatis mutandis*, as though such Person were an original party thereto. With respect to the obligations contemplated by the foregoing provisions of this GTC Section XV(a) (including, for the purposes of clarity, the provisions in the LLC Agreement contemplated in this GTC Section XV(a)) (collectively, the "Section XV(a) Provisions"), the parties agree that irreparable damage, for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Section XV(a) Provisions were not performed in accordance with their specific terms and that any remedy at law for any breach of the provisions of the Section XV(a) Provisions would be inadequate. Accordingly, the Parties hereto acknowledge and agree that each such party shall be entitled to seek an injunction, specific performance or other equitable relief to prevent breaches of the Section XV(a) Provisions and to enforce specifically the terms and provisions thereof. In furtherance of the foregoing, the Parties hereto acknowledge and agree that any other party seeking an injunction to prevent breaches of the Section XV(a)Provisions and to enforce specifically the terms and provisions of the Section XV(a) Provisions in accordance with their terms shall not be required to provide any bond or other security in connection with any such injunction.



[redacted]

(c) Drilling Commitment.

(i) Commencing as of the Effective Date, on or before each applicable Well Commitment Deadline, Producer and its Affiliates shall Drill, Complete and Equip, in the aggregate, a number of Hawkeye Gross Qualified Wells and Broomfield Gross Qualified Wells that equals or exceeds the applicable minimum number of Hawkeye Gross Qualified Wells and Broomfield Gross Qualified Wells set forth in the Drilling Commitment on Exhibit F on or before the applicable Well Commitment Deadline (all such wells, the "Commitment Wells", and each such well, a "Commitment Well"); *provided, however*, (a) no well Drilled, Completed or Equipped prior to the Effective Date shall be counted as a Commitment Well,(b) if the Broomfield Facilities do not reach Completion, the applicable minimum number of Hawkeye Gross Qualified Wells for purposes of this GTC Section XV(c) shall be the number of Hawkeye Gross Qualified Wells set forth in Part 2 of Exhibit F, (c) if the Hawkeye Facilities do not reach Completion, the applicable minimum number of Broomfield Gross Qualified Wells for purposes of this GTC Section XV(c) shall be the minimum number of Broomfield Gross Qualified Wells set forth in Part 3 of Exhibit F, and (d) if neither the Broomfield Facilities nor the Hawkeye Facilities reach Completion, the applicable minimum number of Hawkeye Gross Qualified Wells and Broomfield Gross Qualified Wells for purposes of this GTC Section XV(c) shall be the minimum number of Broomfield Gross Qualified Wells and Hawkeye Gross Qualified Wells set forth in Part 1 of Exhibit F.

(ii) If Producer and its Affiliates fail to Drill, Complete and Equip all of the Commitment Wells required pursuant to this GTC Section XV(c) on or before the applicable Well Commitment Deadline, then Producer and its Affiliates shall be deemed, as of the applicable Well Commitment Deadline, to be in breach of this GTC Section XV(c), and Elevation shall be entitled to make a claim for damages against Producer and its Affiliates.

(iii) The Parties agree that the drilling commitment set forth in this GTC Section XV(c) and Exhibit F may be duplicated in a substantially similar form in the Oil Gathering Agreement and the Water Agreement and the that the drilling commitment set forth in this GTC Section XV(c) and Exhibit F (as the same may be duplicated in a substantially similar form in the foregoing agreements) constitutes one singular obligation on the part of Producer, without duplication.

Section XVI Miscellaneous

(a) Entire Agreement. This Agreement, along with the other Basic Documents, and those other documents expressly referred to herein or therein (including exhibits, appendices, annexes, and schedules hereto and thereto) embody the complete agreement

and understanding among the parties and supersede and preempt (a) all prior oral or written proposals, representations, term sheet, or agreements, (b) all contemporaneous oral proposals or agreements, and (c) all previous negotiations and all other communications or understandings among the Parties hereto with respect to the subject matter hereof. It is the intent of the Parties hereto that the transactions contemplated by this Agreement, the other Basic Documents, and those other documents contemplated herein or therein (including appendices, exhibits, and schedules hereto and thereto), taken together, collectively constitute a single, unitary, and indivisible contract.



(d) Easements and Rights-of-Way.

(i) Elevation is responsible, at its sole cost, for the acquisition and maintenance of rights of way, surface use and/or surface access agreements necessary to construct, own and operate the Gathering and Compression System and Delivery Points; *provided* that Producer hereby grants to Elevation, without warranty of title, either express or implied, to the extent that it may lawfully and is contractually permitted to do so without the incurrence of additional expense, a non-exclusive easement and right of way upon all lands covered by the Dedicated Area for the purpose of constructing, operating, repairing, replacing, maintaining, and removing measurement facilities for the Delivery Points; *provided*, the exercise of these rights by Elevation or Elevation's designee will not unreasonably interfere with Producer's operations or with the rights of owners in fee.

(ii) Producer shall not have a duty to maintain in force and effect any underlying agreements (such as any lease, easement, or surface use agreement)

that the grants of easements or rights of way by Producer to Elevation pursuant to GTC Section XVI(d)(i) are based upon, and such grants of easements or rights of way will terminate if Producer loses its rights to the applicable property, regardless of the reason for such loss of rights.

(iii) Elevation shall fully indemnify, defend, release and hold Producer Covered Persons harmless from and against any and all claims, liabilities, damages, losses, and expenses of any kind or character incident to Elevation's rights, or exercise of such rights, under this GTC Section XVI(d), regardless of whether caused or contributed to by the negligence of any Producer Covered Person.



(f) No Other Beneficiaries. Except as otherwise expressly provided herein (e.g., GTC Section IX and GTC Section XVI(h) of this Agreement and the rights of the Investor Representative under this Agreement and the LLC Agreement), the provisions of this Agreement will not impart rights enforceable by any Person, firm, or organization not a Party or not a successor or assignee of a Party to this Agreement. Without limiting the foregoing provision, the Parties agree that the Investor Representative shall be an express third party beneficiary of this Agreement and has certain rights regarding this Agreement as detailed in the LLC Agreement. In furtherance of the foregoing, until the rights of the Investor Representative have expired under the LLC Agreement (as detailed therein), this Agreement may not be amended or modified, and no right of Elevation under this Agreement may be waived, without the prior written consent of the Investor Representative.



[Exhibit A – Page 30 Redacted]

[Exhibit B Redacted]

EXHIBIT C

DEDICATED AREA

EXHIBIT C-1 (BROOMFIELD)

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
4. Township 2N 68W (Sections: All)
5. Township 2N 67W (Sections: All)
6. Township 1N 69W (Sections: All)
7. Township 1N 68W (Sections: All)
8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

EXHIBIT C-2 (HAWKEYE)

1. T3S R66W (Sections: All)
2. T3S R65W (Sections: All)
3. T3S R64W (Sections: All)
4. T3S R63W(Sections: All)
5. T4S R66W (Sections: All)
6. T4S R65W (Sections: All)
7. T4S R64W (Sections: All)
8. T4S R63W (Sections: All)
9. T5S R66W (Sections: All)
10. T5S R65W (Sections: All)
11. T5S R64W (Sections: All)
12. T5S R63W (Sections: All)
13. T6S R65W (Sections: All)
14. T6S R64W (Sections: All)
15. T6S R63W (Sections: All)
16. T6S R62W (Sections: All)
17. T2S R66W (Sections: All)
18. T2S R67W (Sections: All)

[Exhibits D and E Redacted]

EXHIBIT F

DRILLING COMMITMENT

Minimum Number of Broomfield Gross Qualified Wells and Hawkeye Gross Qualified Wells (by Invested Capital)

1. **Producer and its Affiliates hereby agree to Drill, Complete and Equip, in the aggregate, a number of Broomfield Gross Qualified Wells and Hawkeye Gross Qualified Wells that equals or exceeds the applicable minimum number of Broomfield Gross Qualified Wells and Hawkeye Gross Qualified Wells set forth below on or before the applicable Well Commitment Deadline:**

Invested Capital	Minimum Number of Broomfield Gross Qualified Wells (Broomfield Dedicated Area)	Minimum Number of Hawkeye Gross Qualified Wells (Hawkeye Dedicated Area)	Well Commitment Deadline
[redacted]	[redacted] Broomfield Gross Qualified Wells	[redacted] Hawkeye Gross Qualified Wells**	[redacted]
[redacted]	[redacted] Broomfield Gross Qualified Wells*	[redacted] Hawkeye Gross Qualified Wells**	[redacted]
[redacted] and above	[redacted] Broomfield Gross Qualified Wells*	[redacted] Hawkeye Gross Qualified Wells**	[redacted]

* Once the Broomfield Facilities and Hawkeye Facilities have reached Completion, with respect to (a)(i) the [redacted] Broomfield Gross Qualified Well commitment for the Broomfield Dedicated Area, Producer may elect to replace up to [redacted] of such Broomfield Gross Qualified Wells, and (ii) the [redacted] Broomfield Gross Qualified Well commitment for the Broomfield Dedicated Area, Producer may elect to replace up to [redacted] of such Broomfield Gross Qualified Wells, in each case, by increasing the minimum number of Hawkeye Gross Qualified Wells to be Drilled, Completed and Equipped in the Hawkeye Dedicated Area by an amount of Hawkeye Gross Qualified Wells equal to (A) the number of Broomfield Gross Qualified Wells in the Broomfield Dedicated Area to be replaced *multiplied by* (B) [redacted] and (b)(i) the [redacted] Hawkeye Gross Qualified Well commitment for the Hawkeye Dedicated Area, Producer may elect to replace up to [redacted] of such Hawkeye Gross Qualified Wells, and (ii) the [redacted] Hawkeye Gross Qualified Well commitment for the Hawkeye Dedicated Area, Producer may elect to replace up to [redacted] of such Hawkeye Gross Qualified Wells, in each case, by increasing the minimum number of Broomfield Gross Qualified Wells to be Drilled, Completed and Equipped in the Broomfield Dedicated Area by an amount of Broomfield Gross Qualified Wells equal to (i) the number of Hawkeye Gross Qualified Wells in the Hawkeye Dedicated Area to be replaced *multiplied by* (ii) [redacted]

** With respect to Hawkeye Gross Qualified Wells in the Hawkeye Dedicated Area set forth in the chart above, the first [redacted] Hawkeye Gross Qualified Wells set forth above must be located in (a) Hawkeye Phase 1 and/or Hawkeye Phase 2, or (b) the Commerce City Townships or a

Hawkeye New Well area, *provided* that such well (whether located the Commerce City Townships or a Hawkeye New Well area) constitutes, and meets all applicable requirements of, a Hawkeye Other Qualified Well. With respect to the remaining Hawkeye Gross Qualified Wells in (x) the Hawkeye Dedicated Area set forth above may be located in Hawkeye Phase 1, Hawkeye Phase 2, or Hawkeye Phase 3 or (y) Hawkeye Phase 4, the Commerce City Townships or a Hawkeye New Well area, *provided* that such well (whether located in Hawkeye Phase 4, the Commerce City Townships or a Hawkeye New Well area) constitutes, and meets all applicable requirements of, a Hawkeye Other Qualified Well.

2. **If the Broomfield Facilities have not reached Completion (and the Hawkeye Facilities have reached Completion):**

Invested Capital	**Minimum Number of Hawkeye Gross Qualified Wells (Hawkeye Dedicated Area)**	**Well Commitment Deadline**
[redacted]	[redacted] Hawkeye Gross Qualified Wells*	[redacted]
[redacted]	[redacted] Hawkeye Gross Qualified Wells*	[redacted]
[redacted] and above	[redacted] Hawkeye Gross Qualified Wells*	[redacted]

* With respect to Gross Hawkeye Qualified Wells in the Hawkeye Dedicated Area set forth in the chart above, the first [redacted] Hawkeye Gross Qualified Wells set forth above must be located in (a) Hawkeye Phase 1 and/or Hawkeye Phase 2, or (b) the Commerce City Townships or a Hawkeye New Well area, *provided* that such well (whether located the Commerce City Townships or a Hawkeye New Well area) constitutes, and meets all applicable requirements of, a Hawkeye Other Qualified Well. With respect to the remaining Hawkeye Gross Qualified Wells in (x) the Hawkeye Dedicated Area set forth above may be located in Hawkeye Phase 1, Hawkeye Phase 2, or Hawkeye Phase 3 or (y) Hawkeye Phase 4, the Commerce City Townships or a Hawkeye New Well area, *provided* that such well (whether located in Hawkeye Phase 4, the Commerce City Townships or a Hawkeye New Well area) constitutes, and meets all applicable requirements of, a Hawkeye Other Qualified Well.

3. **If the Hawkeye Facilities have not reached Completion (and the Broomfield Facilities have reached Completion):**

Invested Capital	**Minimum Number of Broomfield Gross Qualified Wells (Broomfield Dedicated Area)**	**Well Commitment Deadline**
[redacted]	[redacted] Broomfield Gross Qualified Wells	[redacted]
[redacted]	[redacted] Broomfield Gross Qualified Wells	December 31, 2022
[redacted] and above	[redacted] Broomfield Gross Qualified Wells	[redacted]

[Exhibits G, H and I Redacted]

[Schedules 2.1 and 3.4 Redacted]

EXHIBIT 2

Execution Version

CRUDE OIL GATHERING AND STABILIZATION AGREEMENT

BY AND BETWEEN

ELEVATION MIDSTREAM, LLC

AND

EXTRACTION OIL & GAS, INC.

[Table of Contents Redacted]

CRUDE OIL GATHERING AND STABILIZATION AGREEMENT

This CRUDE OIL GATHERING AND STABILIZATION AGREEMENT (this "Agreement") is made and entered as of July 3, 2018 (the "Effective Date"), by and between ELEVATION MIDSTREAM, LLC, a Delaware limited liability company ("Elevation"), and EXTRACTION OIL & GAS, INC., a Delaware corporation ("Producer"). Elevation and Producer are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

Background:

WHEREAS, Producer and/or its Affiliates (as hereinafter defined) own certain interests in oil and gas, lands, leases and wells on lands located in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Elbert and Weld Counties, Colorado, and City of Broomfield Colorado within an area of mutual interest (the Dedicated Area (as hereinafter defined)) and Producer and/or its Affiliates owns, controls or otherwise has the right to market the natural gas produced therefrom; and

WHEREAS, Producer and/or its Affiliates desires to dedicate and deliver, from time to time, and Elevation desires to receive, gather and stabilize Producer's Crude Oil (as hereinafter defined), all on the terms and conditions set forth in this Agreement.

Agreement:

NOW THEREFORE, in consideration of the premises and of the mutual covenants in this Agreement, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, Elevation and Producer agree as follows:

ARTICLE I
DEFINITIONS

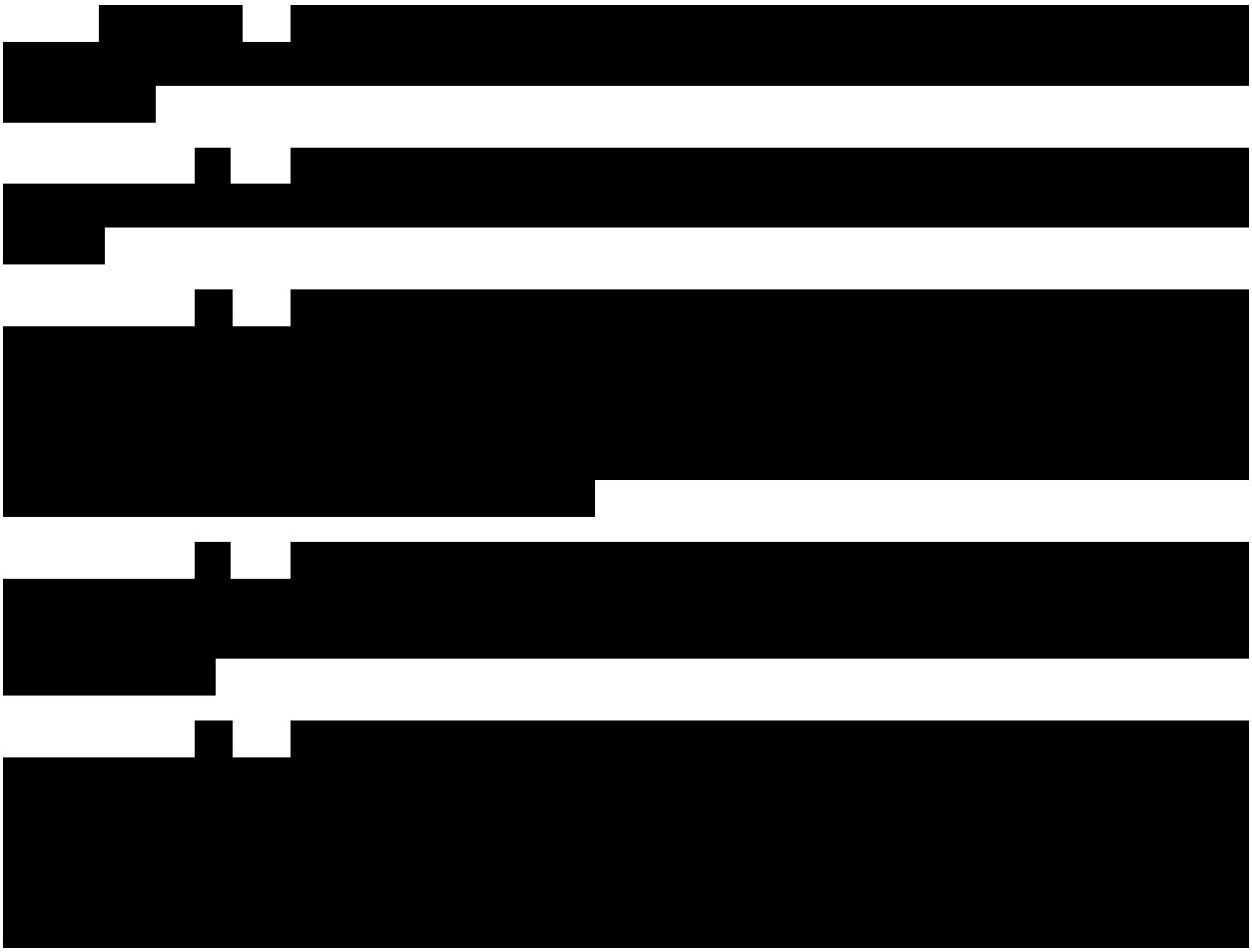
Section 1.1 Definitions. Capitalized terms used herein, but not defined herein, shall have the meanings given to such terms in Exhibit A, General Terms and Conditions ("GTC"), attached to and made a part of this Agreement for all purposes.

ARTICLE II
DEDICATION; COMMITTED CRUDE OIL

Section 2.1 Dedication. Subject to the terms of this Agreement, and except as provided in Section 2.2, Producer, on its behalf and on behalf of its Affiliates, hereby commits and dedicates the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from Producer and its Affiliates at the Delivery Points all Crude Oil therein and thereunder and as may be produced therefrom to the performance of this Agreement (collectively, the "Dedication") and agrees to connect all of Producer's wells within the Dedicated Area to the Gathering and Stabilization System and deliver to Elevation at the Delivery Points one hundred percent (100%) of the Crude Oil produced from the Dedicated Interests and from the Other Interests ("Producer's Crude Oil") (collectively, the "Delivery Obligation").

Producer represents and warrants to Elevation that (a) it has the right to make the Dedication and the Delivery Obligation and to grant the servitudes in the Dedicated Interests (collectively, the Dedication, the Delivery Obligation, and such servitudes in the Dedicated Interests, the "Property Rights") as provided in Section 2.4 and (b) effective as of the Effective Date, there are no (1) prior conflicting Property Rights covering any of the Dedicated Interests, Other Interests or Producer's Crude Oil that are in effect as of the date of this Agreement or (2) other Property Rights in the Dedicated Area, except, in each case, as set forth on Schedule 2.1 (the "Current Existing Dedications"). Producer represents and warrants to Elevation that it has the authority to bind its existing or future Affiliates holding any Dedicated Interests to the creation of the Property Rights.

In the event interests are acquired by Producer or its Affiliates after the Effective Date of this Agreement and such interests are subject to an existing conflicting Property Rights at the time of such acquisition, such interests shall be excluded from the Dedicated Interests for the term of such existing dedication but only to the extent of such conflict; *provided* that Producer will not (and will cause its Affiliates not to) extend or renew the term of such existing dedication. Following the expiration of (i) a Current Existing Dedication or (ii) a dedication existing at the time of an acquisition by Producer or its Affiliates, Elevation shall have the option to cause Producer's Crude Oil previously subject to (i) or (ii) to be connected to the Gathering and Stabilization System at Elevation's sole cost and expense.





Section 2.3 Assignment of Dedicated Interests. Producer agrees that any sale, assignment or pledge of all or any portion of the Dedicated Interests will be made expressly subject to this Agreement and will be sold, assigned or pledged in accordance with GTC Section XII. Producer may or its Affiliates may enter into any agreement pursuant to which any of the Dedicated Interests may be conveyed from Producer to a third party as part of an acreage swap (an "Acreage Swap Agreement"), in which case:

(a) such Dedicated Interests conveyed from Producer or its Affiliates pursuant to such Acreage Swap Agreement (the "Conveyed Interests"), and Dedicated Interests, other Property Rights, Other Interests and Producer's Crude Oil associated with such Conveyed Interests shall be permanently released from this Agreement and the Parties shall execute such instruments (including an updated Memorandum of Agreement) as Producer or its Affiliates shall reasonably request to evidence the foregoing in a mutually agreeable form; *provided* that an Acreage Swap Agreement providing for the exchange of [redacted] or more net acres included in the Dedicated Interests, in one or a series of related transactions, requires the prior written consent of the Investor Representative, not to be unreasonably withheld; *provided, further, however,* that if at the time there is reasonably expected to be a decrease to the future cash flows, including the timing thereof, to Elevation as a result of any Acreage Swap Agreement during the term of this Agreement (other than those conducted in accordance with Section 2.3(d)), the Parties shall work in good faith to provide for compensation to Elevation whereby Elevation is economically no worse off following such transaction than prior to such transaction; and

(b) the acreage conveyed to Producer pursuant to such Acreage Swap Agreement that is located within the Dedicated Area (the "Received Interests") shall, as of the time of such conveyance to Producer, be subject to this Agreement and included in the Dedicated Interests, and the Parties shall execute such instruments (including an updated Memorandum of Agreement) as Elevation shall reasonably request to evidence the foregoing in a mutually agreeable form.

(c) the Parties agree that Elevation may elect not to permanently release such Dedicated Interests, other Property Rights, Other Interests and Producer's Crude Oil produced from such Conveyed Interests transferred pursuant to an Acreage Swap Agreement in the event any of the following circumstances exist: (i) the Received Interests are not or will not be operated by Producer or its Affiliates; (ii) the Received Interests are subject to conflicting Property Rights; (iii) the Received Interests do not have a substantially equivalent number of acres as compared to the Conveyed Interest; or (iv) a Delivery Point exists, or construction of a New Delivery Point has begun, on the Conveyed Interests and Producer has not agreed to reimburse Elevation for the direct and reasonable costs incurred by Elevation in the construction and connection of such Delivery Point or New Delivery Point, as applicable.

(d) Notwithstanding anything else contained herein, Producer or its Affiliates may, from time to time, in connection with one or a series of Acreage Swap Agreements of less than [redacted] net acres require a permanent release from the Dedication (and Producer or its Affiliates may effect such permanent release without Elevation's consent) of the applicable Dedicated Interests, other Property Rights, Other Interests and Producer's Crude Oil associated with such Conveyed Interests and Producer's Crude Oil produced from such Conveyed Interests; *provided* that the Received Interests have a substantially equivalent number of net acres (with substantially the same fair market value) as compared to the Conveyed Interest; *provided, further*, that the total number of net acres included in the Conveyed Interests permanently released pursuant to this Section 2.3(d) and Section 2.3(d) of each of the Gas Gathering Agreement and Water Agreement shall not exceed [redacted] net acres; *provided, further*, that the Received Interests shall become subject to this Agreement and included in the Dedicated Interests in accordance with Section 2.3(b). Furthermore, any acreage released in connection with any Acreage Swap Agreement otherwise in compliance with Sections 2.3(a), 2.3(b) and 2.3(c) of this Agreement shall not be taken into consideration for the purposes of the [redacted] net acre limitation set forth in this Section 2.3(d). For the avoidance of doubt, all of the restrictions described in this Section 2.3 shall apply to an acreage swap providing for the exchange of [redacted] or more net acres included in the Dedicated Interests, in one or a series of related transactions.

Section 2.4 Covenant Running with Land. The Dedication and the Delivery Obligation, the grant of servitude hereinafter provided and other Property Rights and Producer's covenants under Section 2.3, together with all other related commitments in this Agreement and the matters set forth in GTC Section XV(a), GTC Section XV(b) and GTC Section XV(c) are not merely contract rights but are covenants running with (and touching and concerning) all of the Dedicated Interests (including the underlying Crude Oil, lands, leases and wells) and, in addition, are binding upon the successors and assigns of Dedicated Interests and/or Producer's Crude Oil. Producer acknowledges and agrees that the Dedication and Delivery Obligation made hereunder assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns, without which, Elevation would be unwilling to enter into or perform under this Agreement.

[redacted]



Section 2.8 Producer Affiliates. Producer shall immediately cause all of its Affiliates owning (whether now or hereafter) any Dedicated Interests to execute and notarize (in recordable format) a Ratification Agreement attached hereto as Exhibit I pursuant to which each such Affiliate shall ratify, approve and adopt this Agreement as a Producer as though it executed this Agreement directly; *provided, however*, that Producer is hereby appointed by each Affiliate of Producer to give and receive all notices, to make and receive all payments and to exercise all remedies, obligations and liabilities of Producer hereunder for all purposes, until such time as either Affiliate provides Elevation written notice that it no longer wishes Producer act on its behalf under this Agreement. Elevation shall file such agreement of record as soon as reasonably practicable following its execution. Producer hereby indemnifies, releases and holds harmless Elevation from any and all damages in favor of the Affiliates arising out of or in any way connected to Elevation relying on Producer's actions pursuant to this Section 2.8.

ARTICLE III
GATHERING AND STABILIZATION FACILITIES

Section 3.1 Construction, Ownership and Operation of the Gathering and Stabilization System by Elevation. Subject to the terms and conditions of this Agreement, Elevation or one of its Contracting Party Affiliates will, at Elevation's sole cost and expense, design, construct, own, operate, and maintain the Gathering and Stabilization System in order to gather and stabilize Producer's Crude Oil produced from Dedicated Interests, including all related appurtenances and facilities and any modifications, additions or extensions thereto sufficient to gather and stabilize the quantities of Producer's Crude Oil. Elevation or one of its Contracting Party Affiliates will also design, construct, own, operate, and maintain the Delivery Points initially identified in Exhibit B on the Gathering and Stabilization System (the "Initial Delivery Points") according to the specifications set forth in Exhibit D. Elevation will use its reasonable commercial efforts to connect to the Initial Delivery Points listed in Exhibit B and achieve Substantial Completion by the Substantial Completion Date. Notwithstanding the foregoing provisions of this Section 3.1 or the other provisions of this Agreement, if (a) Producer or a Contracting Party Affiliate of Producer is the Manager under the MSA or (b) a Budget Cure Failure or Completion Failure has occurred, in each case, at the time of, or immediately prior to, the Substantial Completion Date, there shall be no liability to Elevation if Elevation fails to connect to the Initial Delivery Points listed in Exhibit B and/or to achieve Substantial Completion by the Substantial Completion Date.

Section 3.2 Condensate; Stabilizer Gas; Water. Notwithstanding anything in this Agreement to the contrary, and subject to the terms of (i) that certain Gas Gathering and Compression Agreement, by and between Elevation and Producer, dated as of the date hereof (the "Gas Gathering Agreement") and (ii) that certain Produced Water Gathering Agreement by and between Elevation and Producer, dated as of the date hereof (the "Water Agreement"):

(a) Elevation shall, at its sole cost and expense, deliver or cause to be delivered to the Central Gathering Facility all Condensate attributable to Producer's Gas received or recovered by Elevation at the Compressor Station, and such Condensate shall be included in the volumes of Crude Oil delivered by Producer under the terms of this Agreement;

(b) Elevation shall, at its sole cost and expense, deliver or cause to be delivered to the Compressor Station all Gas, including, but not limited to, Stabilizer Gas, attributable to Producer's Crude Oil received or recovered by Elevation at the Central Gathering Facility, and such Gas shall be included in any applicable calculations of volumes of Gas delivered by Producer under the Gas Gathering Agreement;

(c) Elevation shall, at its sole cost and expense, deliver or cause to be delivered to the Central Gathering Facility all Water attributable to Producer's Crude Oil received or recovered by Elevation at the Stabilization Station, and such Water shall be included in any applicable calculations of volumes of Water delivered by Producer under the Water Agreement; and

(d) Elevation shall, at its sole cost and expense, deliver or cause to be delivered to the Stabilization Station all Crude Oil attributable to Producer's Water received or recovered by Elevation at the Central Gathering Facility, and such Crude Oil shall be included in

any applicable calculations of volumes of Crude Oil delivered by Producer under this Agreement.

Section 3.3 Subsequent Connection Obligations; Delays; Releases.

(a) New Delivery Point Notices. Producer shall provide notice ("New Delivery Point Notice") to Elevation if Producer desires to establish a new Delivery Point within the Dedicated Area (other than the Initial Delivery Points set forth in Exhibit B) (each, a "New Delivery Point"). The New Delivery Point Notice shall include (i) the approximate location of the New Delivery Point and (ii) the requested in-service date.

(b) Producer's Connection Obligations; Amendment of Exhibit B. Each time Producer delivers a New Delivery Point Notice hereunder, Producer will commence and complete with due diligence, at Producer's sole cost and expense, the installation of the facilities necessary to enable Producer to deliver Producer's Crude Oil to the New Delivery Point. Upon request by either Party, given no more frequently than once per quarter, the Parties shall add such New Delivery Points to Exhibit B by amendment of this Agreement.

(c) Connection Obligations of Elevation. Promptly after Elevation receives a New Delivery Point Notice, Elevation will commence and complete with due diligence the installation of the custody transfer meter, tap, pipeline, and other facilities necessary to enable Elevation to receive deliveries of Producer's Crude Oil at the New Delivery Point and gather and stabilize it on the Gathering and Stabilization System by the dates specified below (each a "Connection Deadline").

(i) Connection Deadlines for New Delivery Points.

(A) Elevation shall use commercially reasonable efforts to complete the installation of the New Delivery Point by the requested in-service date specified in the New Delivery Point Notice;

(B) If the New Delivery Point is located [redacted] miles or less from the Gathering and Stabilization System, Elevation shall be obligated to complete the installation of such New Delivery Point by [redacted] Days after Elevation receives the New Delivery Point Notice for such New Delivery Point; and

(C) If the New Delivery Point is located more than [redacted] miles from the Gathering and Stabilization System, Elevation shall be obligated to complete the installation of such New Delivery Point within [redacted] Days after Elevation receives the New Delivery Point Notice for such New Delivery Point.

(d) Connection Delays; Producer's Self Help Remedy and Release Rights. If Elevation does not complete construction of the facilities needed to take possession at the applicable Delivery Point by (i) with respect to the Initial Delivery Points, the Substantial Completion Date, and (ii) with respect to the New Delivery Points, the applicable Connection Deadline, for any reason (including, but not limited to, matters attributable to Producer or Force

Majeure), Producer shall have the option to immediately temporarily release from the dedication of all Producer's Crude Oil produced from wells then or thereafter producing that require the proposed Delivery Point to deliver such Producer's Crude Oil hereunder (such wells, the "Delivery Point Properties") from the dedication subject to Elevation's right to resume receipts at a subsequent time when the Delivery Point has been completed; *provided, however,* the released Delivery Point Properties shall not again be subject to dedication hereunder until the first (1st) day of the Month following thirty (30) Days' notice delivered to Producer by Elevation that such Delivery Point has been completed; *provided* that Producer will resume deliveries of any such released volumes prior to the expiration of such period if reasonably practicable, as determined by Producer. Furthermore, if Elevation does not complete construction of the facilities needed to take possession at the applicable Delivery Point by (A) (1) with respect to the Initial Delivery Points, one hundred twenty (120) Days following the Substantial Completion Date, and (2) with respect to the New Delivery Points, one hundred twenty (120) Days following the applicable Connection Deadline, for any reason other than Force Majeure (including, but not limited to, matters attributable to Producer) or (B) (1) with respect to the Initial Delivery Points, one hundred eighty (180) Days following the Substantial Completion Date, and (2) with respect to the New Delivery Points, one hundred eighty (180) Days following the applicable Connection Deadline, as a result of a Force Majeure, Producer will have only the following remedies:

(i) Producer shall have the right and option, but not the obligation, to acquire and/or construct or cause a third party to acquire and/or construct the facilities necessary to connect Producer's Crude Oil from the uncompleted Delivery Point to the Gathering and Stabilization System. In order to exercise such option, Producer shall deliver a written notice of such election to Elevation within thirty-five (35) Days after the Substantial Completion Date or relevant Connection Deadline, as applicable (a "Construction Election Notice"). If Producer delivers a Construction Election Notice to Elevation, Elevation will reimburse Producer (within 30 Days of receiving an invoice therefor) for [redacted] of the out-of-pocket costs associated with the design, construction and installation of said facilities. Such costs shall include, without limitation, the costs associated with: (A) the acquisition of easements, rights-of-way and surface use agreements, title reports, title opinions and/or title insurance, (B) the conduct of land surveys, and (C) the acquisition of all other materials and equipment used or obtained in constructing said facilities. Thereafter, the newly constructed facilities shall be owned and operated by Elevation unless otherwise agreed by the Parties. PRODUCER MAKES NO WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY FACILITIES ACQUIRED AND/OR CONSTRUCTED PURSUANT TO THIS SECTION 3.3(D)(I) AND CONVEYED TO ELEVATION.

(ii) Provided that Producer has not exercised the remedy set forth in Section 3.3(d)(i) above, Producer will have the option, exercisable at any time prior to the connection of the Delivery Point Properties, to a permanent release of the applicable Delivery Point Properties from the dedication under this Agreement; *provided* that it is the Parties intent that the all lands and Crude Oil encompassed within the Dedicated Area which have not been specifically subject to a permanent release under this

Section 3.3(d)(ii), shall remain dedicated to Elevation and the Dedication shall remain in full force and effect for the duration of the term of this Agreement.

The remedies described in this Section 3.3(d) do not apply if Producer or its Contracting Party Affiliate is Manager under the MSA at the time of, or immediately prior to, a connection delay and Elevation shall not be liable for any breach of this Section 3.3(d) that occurs while (A) Producer or its Contracting Party Affiliate is Manager under the MSA or (B) with respect to the Initial Delivery Points, a Budget Cure Failure or Completion Failure has occurred.

Section 3.4 New Area. If Producer drills a well outside of the Dedicated Area and within the locations identified on Schedule 3.4 ("New Well") that Producer desires to connect to the Gathering and Stabilization System, Producer will provide written notice to Elevation (a "New Delivery Point Notice") that Producer intends to establish a new Delivery Point (each, a "New Delivery Point") as if such Delivery Point were located within the Dedicated Area. Elevation shall have thirty (30) Days from the receipt of the New Delivery Point Notice to elect to construct such New Delivery Point. If Elevation elects to construct such New Delivery Point upon obtaining the consent of the Investor Representative, Elevation and Producer shall commence construction of the New Delivery Point according to the procedures set forth in Section 3.3. Upon completion of the New Delivery Point, the township where the New Well is located will become part of the Dedicated Area and Exhibit C shall be amended to reflect such township. Notwithstanding the foregoing, if pre-existing conflicting Property Rights are effective in such township, such interests shall be excluded from the Dedicated Interests for the term of such existing conflicting Property Rights but only to the extent of such conflict; *provided* that Producer will not (and will cause its Affiliates not to) extend or renew the term of such existing conflicting Property Rights.

[redacted]

ARTICLE IV
DELIVERY POINTS; FEES

[redacted]

[redacted]

Section 4.3 Fee.

(a) Producer will pay Elevation a Monthly fee for the services provided under this Agreement (the "Fee") equal to the sum of (x) (1) the Broomfield Rate *multiplied by* (2) the aggregate volume of Producer's Crude Oil in Barrels (measured at the Delivery Points) from the Broomfield Dedicated Area during such Month and (y) (1) the Hawkeye Rate (together with the Broomfield Rate, the "Rate") *multiplied by* (2) the aggregate volume of Producer's Crude Oil in Barrels (measured at the Delivery Points) from the Hawkeye Dedicated Area during such Month. Except as expressly provided under this Agreement, the Fee shall be in full consideration of all services provided by Elevation to Producer under this Agreement.



[Page 12 Redacted]

[redacted]

ARTICLE VII
TERM

This Agreement is effective as of the Effective Date and will remain in full force and effect thereafter for a primary term of fifteen (15) Years following the Substantial Completion Date (the "Primary Term") and, unless terminated by either Party upon written notice delivered to the other Party at least sixty (60) Days prior to the last Day of the Primary Term, will continue Year-to-Year (each, a "Secondary Term") unless terminated by either Party upon written notice delivered to the other Party at least sixty (60) Days prior to the last Day of the current Secondary Term. The termination of this Agreement will not excuse any obligations incurred under this Agreement prior to the effective date of any such termination of this Agreement.

[Page 14 Redacted]

[redacted]

ARTICLE IX
EXHIBITS; COUNTERPART EXECUTION

[redacted]

Section 9.3 Memorandum of Agreement. Contemporaneously with the execution of this Agreement (and from time to time at the reasonable request of Elevation), the Parties will execute and notarize in recordable format, a memorandum of agreement in the form attached as Exhibit E and Elevation shall file such memorandum of record as soon as reasonably practicable following its execution. Upon (i) Producer obtaining a permanent release under this Agreement or (ii) the termination or expiration of this Agreement, Elevation shall, within fifteen (15) Days, of Producer's written request, deliver to Producer a release memorandum that supersedes the then-current memorandum in each county that contains relevant Dedicated Interests, but only to the extent of the Dedicated Interests subject to the permanent release.

[redacted]

[Page 16 Redacted]

[Signature Pages Redacted]

EXHIBIT A

GENERAL TERMS AND CONDITIONS

Section I Definitions

[redacted]

(k) "**Basic Documents**" means, collectively, the Purchase Agreement, the LLC Agreement, the MSA, the Gas Gathering Agreement, this Agreement, the Water Agreement and the other agreements referenced therein that are entered into among two or more of Elevation, Institutional Investor, XTR Midstream, LLC, Producer and/or any affiliate of the foregoing in connection transactions contemplated by this Agreement or the other Basic Documents.

[redacted]

[redacted]

(m) "**Broomfield Dedicated Area**" means the geographic area described as such on Exhibit C.

[redacted]

[Exhibit A – Pages 3-4 Redacted]

[redacted]

(rr) "**Dedicated Area**" means the Hawkeye Dedicated Area and the Broomfield Dedicated Area.

(ss) "**Dedicated Interests**" means (i) Producer's and/or its Affiliates' interests now held in lands, mineral interests, easements, leases, wells and Crude Oil therein and thereunder, including the leases described on Exhibit C in the Dedicated Area, that are not subject to an Current Existing Dedication as of the Effective Date and operated by Producer or its Affiliates and (ii) Producer's and/or its Affiliates' interests hereafter acquired during the term of this Agreement in lands, mineral interests, easements, leases, wells and Crude Oil therein and thereunder in the Dedicated Area that are operated by Producer or its Affiliates and not subject to an existing conflicting dedication or commitment as of the date acquired.

[redacted]

[Exhibit A – Page 6 Redacted]

(ooo) "**Hawkeye Dedicated Area**" means the geographic area described as such on Exhibit C.

[redacted]

[Exhibit A – Page 8-9 Redacted]

[redacted]

(uuuu) "**Other Interests**" means all interests of parties other than Producer and its Affiliates in the Dedicated Area, when such other-party interests are represented and controlled by Producer or in respect of which it has the right to market or otherwise deal with their Crude Oil, including working interests, royalty interests, overriding royalty interests, net profits interests or other interests in Crude Oil, but excludes any interests for which a party has exercised its take-in-kind rights under its agreement with Producer.

[redacted]

[Exhibit A – Page 11 Redacted]

[redacted]

(zzzzz) "**Substantial Completion**" means that construction of the Gathering and Stabilization System and a sufficient number of Delivery Points has been completed and are ready to provide gathering and stabilization services in accordance with the terms of this Agreement, such that at least: (i) [redacted] per Day, with respect to the Broomfield Dedicated Area, and (ii) [redacted] per day, with respect to the Hawkeye Dedicated Area, of gathering and Stabilization capacity is ready and capable of flowing under this Agreement; provided, however, that to the extent that the Budget is amended in accordance with the LLC Agreement, then, with the prior written consent of the Investor Representative, this definition of Substantial Completion and the specifications set forth on Exhibit D-1 with respect to the Broomfield Dedicated Area and the Broomfield Facilities or Exhibit D-2 with respect to the Hawkeye Dedicated Area and the Hawkeye Facilities shall be amended to the extent necessary to reflect such Budget amendment.

[redacted]

[Exhibit A – Pages 13-22 Redacted]

[redacted]

Section XII Assignment

This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Except for transfers and assignments to a Party's Contracting Party Affiliate ((i) for which the assigning Party shall remain liable for all obligations under this Agreement, and (ii) which shall require notice by the assigning Party, but no consent from the other Party), this Agreement (including the Drilling Commitment) may not be transferred or assigned, in whole or in part, by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed; *provided* that a request for credit support associated with the obligations under this Agreement shall not be considered an unreasonable condition to a transfer or assignment. Any assignment is violation of the foregoing shall be void *ab initio*. Additionally, any assignee of either Party's interest in this Agreement shall provide to the non-assigning Party, in a form reasonably acceptable to such non-assigning Party, a ratification of this Agreement (and related Memorandum of Agreement) whereby such assignee ratifies and assumes the obligations of the assigning Party, including with respect to the Property Rights.

Section XIII Laws and Regulations

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS. [redacted]



Section XV Other Covenants

(a) Corporate Opportunities. For so long as any Preferred Units are issued and outstanding, Producer covenants to, and agrees with, Investor Representative to comply with, and to cause each of Producer's Contracting Party Affiliates to comply with, the covenants, agreements, and other provisions of Sections 6.6(a) and 6.6(b) of the LLC Agreement applicable to any member of the Extraction Group, *mutatis mutandis*, as though such Person were an original party thereto. With respect to the obligations contemplated by the foregoing provisions of this GTC Section XV(a) (including, for the purposes of clarity, the provisions in the LLC Agreement contemplated in this GTC Section XV(a)) (collectively, the "Section XV(a) Provisions"), the parties agree that irreparable damage, for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Section XV(a) Provisions were not performed in accordance with their specific terms and that any remedy at law for any breach of the provisions of the Section XV(a) Provisions would be inadequate. Accordingly, the Parties hereto acknowledge and agree that each such party shall be entitled to seek an injunction, specific performance or other equitable relief to prevent breaches of the Section XV(a) Provisions and to enforce specifically the terms and provisions thereof. In furtherance of the foregoing, the Parties hereto acknowledge and agree that any other party seeking an injunction to prevent breaches of the Section XV(a) Provisions and to enforce

specifically the terms and provisions of the Section XV(a) Provisions in accordance with their terms shall not be required to provide any bond or other security in connection with any such injunction.



(c) Drilling Commitment.

(i) Commencing as of the Effective Date, on or before each applicable Well Commitment Deadline, Producer and its Affiliates shall Drill, Complete and Equip, in the aggregate, a number of Hawkeye Gross Qualified Wells and Broomfield Gross Qualified Wells that equals or exceeds the applicable minimum number of Hawkeye Gross Qualified Wells and Broomfield Gross Qualified Wells set forth in the Drilling Commitment on Exhibit F on or before the applicable Well Commitment Deadline (all such wells, the "Commitment Wells", and each such well, a "Commitment Well"); *provided, however*, (a) no well Drilled, Completed or Equipped prior to the Effective Date shall be counted as a Commitment Well,(b) if the Broomfield Facilities do not reach Completion, the applicable minimum number of Hawkeye Gross Qualified Wells for purposes of this GTC Section XV(c) shall be the number of Hawkeye Gross Qualified Wells set forth in Part 2 of Exhibit F, (c) if the Hawkeye Facilities do not reach

Completion, the applicable minimum number of Broomfield Gross Qualified Wells for purposes of this GTC Section XV(c) shall be the minimum number of Broomfield Gross Qualified Wells set forth in Part 3 of Exhibit F, and (d) if neither the Broomfield Facilities nor the Hawkeye Facilities reach Completion, the applicable minimum number of Hawkeye Gross Qualified Wells and Broomfield Gross Qualified Wells for purposes of this GTC Section XV(c) shall be the minimum number of Broomfield Gross Qualified Wells and Hawkeye Gross Qualified Wells set forth in Part 1 of Exhibit F.

(ii) If Producer and its Affiliates fail to Drill, Complete and Equip all of the Commitment Wells required pursuant to this GTC Section XV(c) on or before the applicable Well Commitment Deadline, then Producer and its Affiliates shall be deemed, as of the applicable Well Commitment Deadline, to be in breach of this GTC Section XV(c), and Elevation shall be entitled to make a claim for damages against Producer and its Affiliates.

(iii) The Parties agree that the drilling commitment set forth in this GTC Section XV(c) and Exhibit F may be duplicated in a substantially similar form in the Gas Gathering Agreement and the Water Agreement and the that the drilling commitment set forth in this GTC Section XV(c) and Exhibit F (as the same may be duplicated in a substantially similar form in the foregoing agreements) constitutes one singular obligation on the part of Producer, without duplication.

Section XVI Miscellaneous

(a) Entire Agreement. This Agreement, along with the other Basic Documents, and those other documents expressly referred to herein or therein (including exhibits, appendices, annexes, and schedules hereto and thereto) embody the complete agreement and understanding among the parties and supersede and preempt (a) all prior oral or written proposals, representations, term sheet, or agreements, (b) all contemporaneous oral proposals or agreements, and (c) all previous negotiations and all other communications or understandings among the Parties hereto with respect to the subject matter hereof. It is the intent of the Parties hereto that the transactions contemplated by this Agreement, the other Basic Documents, and those other documents contemplated herein or therein (including appendices, exhibits, and schedules hereto and thereto), taken together, collectively constitute a single, unitary, and indivisible contract.

[redacted]

[redacted]

(d) Easements and Rights-of-Way.

(i) Elevation is responsible, at its sole cost, for the acquisition and maintenance of rights of way, surface use and/or surface access agreements necessary to construct, own and operate the Gathering and Stabilization System and Delivery Points; *provided* that Producer hereby grants to Elevation, without warranty of title, either express or implied, to the extent that it may lawfully and is contractually permitted to do so without the incurrence of additional expense, a non-exclusive easement and right of way upon all lands covered by the Dedicated Area for the purpose of constructing, operating, repairing, replacing, maintaining, and removing measurement facilities for the Delivery Points; *provided*, the exercise of these rights by Elevation or Elevation's designee will not unreasonably interfere with Producer's operations or with the rights of owners in fee.

(ii) Producer shall not have a duty to maintain in force and effect any underlying agreements (such as any lease, easement, or surface use agreement) that the grants of easements or rights of way by Producer to Elevation pursuant to GTC Section XVI(d)(i) are based upon, and such grants of easements or rights of way will terminate if Producer loses its rights to the applicable property, regardless of the reason for such loss of rights.

(iii) Elevation shall fully indemnify, defend, release and hold Producer Covered Persons harmless from and against any and all claims, liabilities, damages, losses, and expenses of any kind or character incident to Elevation's rights, or exercise of such rights, under this GTC Section XVI(d), regardless of whether caused or contributed to by the negligence of any Producer Covered Person.

[redacted]

[redacted]

(f) No Other Beneficiaries. Except as otherwise expressly provided herein (e.g., GTC Section IX and GTC Section XVI(h) of this Agreement and the rights of the Investor Representative under this Agreement and the LLC Agreement), the provisions of this Agreement will not impart rights enforceable by any Person, firm, or organization not a Party or not a successor or assignee of a Party to this Agreement. Without limiting the foregoing provision, the Parties agree that the Investor Representative shall be an express third party beneficiary of this Agreement and has certain rights regarding this Agreement as detailed in the LLC Agreement. In furtherance of the foregoing, until the rights of the Investor Representative have expired under the LLC Agreement (as detailed therein), this Agreement may not be amended or modified, and no right of Elevation under this Agreement may be waived, without the prior written consent of the Investor Representative.

[redacted]

[redacted]

[Exhibit A – Page 29 Redacted]

[Exhibit B Redacted]

EXHIBIT C

DEDICATED AREA

EXHIBIT C-1 (BROOMFIELD)

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
4. Township 2N 68W (Sections: All)
5. Township 2N 67W (Sections: All)
6. Township 1N 69W (Sections: All)
7. Township 1N 68W (Sections: All)
8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

EXHIBIT C-2 (HAWKEYE)

1. T3S R66W (Sections: All)
2. T3S R65W (Sections: All)
3. T3S R64W (Sections: All)
4. T3S R63W(Sections: All)
5. T4S R66W (Sections: All)
6. T4S R65W (Sections: All)
7. T4S R64W (Sections: All)
8. T4S R63W (Sections: All)
9. T5S R66W (Sections: All)
10. T5S R65W (Sections: All)
11. T5S R64W (Sections: All)
12. T5S R63W (Sections: All)
13. T6S R65W (Sections: All)
14. T6S R64W (Sections: All)
15. T6S R63W (Sections: All)
16. T6S R62W (Sections: All)
17. T2S R66W (Sections: All)
18. T2S R67W (Sections: All)

[Exhibits D and E Redacted]

EXHIBIT F

DRILLING COMMITMENT

Minimum Number of Broomfield Gross Qualified Wells and Hawkeye Gross Qualified Wells (by Invested Capital)

1. **Producer and its Affiliates hereby agree to Drill, Complete and Equip, in the aggregate, a number of Broomfield Gross Qualified Wells and Hawkeye Gross Qualified Wells that equals or exceeds the applicable minimum number of Broomfield Gross Qualified Wells and Hawkeye Gross Qualified Wells set forth below on or before the applicable Well Commitment Deadline:**

Invested Capital	Minimum Number of Broomfield Gross Qualified Wells (Broomfield Dedicated Area)	Minimum Number of Hawkeye Gross Qualified Wells (Hawkeye Dedicated Area)	Well Commitment Deadline
[redacted]	[redacted] Broomfield Gross Qualified Wells	[redacted] Hawkeye Gross Qualified Wells**	[redacted]
[redacted]	[redacted] Broomfield Gross Qualified Wells*	[redacted] Hawkeye Gross Qualified Wells**	[redacted]
[redacted] and above	[redacted] Broomfield Gross Qualified Wells*	[redacted] Hawkeye Gross Qualified Wells**	[redacted]

* Once the Broomfield Facilities and Hawkeye Facilities have reached Completion, with respect to (a)(i) the [redacted] Broomfield Gross Qualified Well commitment for the Broomfield Dedicated Area, Producer may elect to replace up to [redacted] of such Broomfield Gross Qualified Wells, and (ii) the [redacted] Broomfield Gross Qualified Well commitment for the Broomfield Dedicated Area, Producer may elect to replace up to [redacted] of such Broomfield Gross Qualified Wells, in each case, by increasing the minimum number of Hawkeye Gross Qualified Wells to be Drilled, Completed and Equipped in the Hawkeye Dedicated Area by an amount of Hawkeye Gross Qualified Wells equal to (A) the number of Broomfield Gross Qualified Wells in the Broomfield Dedicated Area to be replaced *multiplied by* (B) [redacted] and (b)(i) the [redacted] Hawkeye Gross Qualified Well commitment for the Hawkeye Dedicated Area, Producer may elect to replace up to [redacted] of such Hawkeye Gross Qualified Wells, and (ii) the [redacted] Hawkeye Gross Qualified Well commitment for the Hawkeye Dedicated Area, Producer may elect to replace up to [redacted] of such Hawkeye Gross Qualified Wells, in each case, by increasing the minimum number of Broomfield Gross Qualified Wells to be Drilled, Completed and Equipped in the Broomfield Dedicated Area by an amount of Broomfield Gross Qualified Wells equal to (i) the number of Hawkeye Gross Qualified Wells in the Hawkeye Dedicated Area to be replaced *multiplied by* (ii) [redacted]

** With respect to Hawkeye Gross Qualified Wells in the Hawkeye Dedicated Area set forth in the chart above, the first [redacted] Hawkeye Gross Qualified Wells set forth above must be located in (a) Hawkeye Phase 1 and/or Hawkeye Phase 2, or (b) the Commerce City Townships or a

Hawkeye New Well area, *provided* that such well (whether located the Commerce City Townships or a Hawkeye New Well area) constitutes, and meets all applicable requirements of, a Hawkeye Other Qualified Well. With respect to the remaining Hawkeye Gross Qualified Wells in (x) the Hawkeye Dedicated Area set forth above may be located in Hawkeye Phase 1, Hawkeye Phase 2, or Hawkeye Phase 3 or (y) Hawkeye Phase 4, the Commerce City Townships or a Hawkeye New Well area, *provided* that such well (whether located in Hawkeye Phase 4, the Commerce City Townships or a Hawkeye New Well area) constitutes, and meets all applicable requirements of, a Hawkeye Other Qualified Well.

2. **If the Broomfield Facilities have not reached Completion (and the Hawkeye Facilities have reached Completion):**

Invested Capital	**Minimum Number of Hawkeye Gross Qualified Wells (Hawkeye Dedicated Area)**	**Well Commitment Deadline**
[redacted]	[redacted] Hawkeye Gross Qualified Wells*	[redacted]
[redacted]	[redacted] Hawkeye Gross Qualified Wells*	[redacted]
[redacted] and above	[redacted] Hawkeye Gross Qualified Wells*	[redacted]

* With respect to Gross Hawkeye Qualified Wells in the Hawkeye Dedicated Area set forth in the chart above, the first [redacted] Hawkeye Gross Qualified Wells set forth above must be located in (a) Hawkeye Phase 1 and/or Hawkeye Phase 2, or (b) the Commerce City Townships or a Hawkeye New Well area, *provided* that such well (whether located the Commerce City Townships or a Hawkeye New Well area) constitutes, and meets all applicable requirements of, a Hawkeye Other Qualified Well. With respect to the remaining Hawkeye Gross Qualified Wells in (x) the Hawkeye Dedicated Area set forth above may be located in Hawkeye Phase 1, Hawkeye Phase 2, or Hawkeye Phase 3 or (y) Hawkeye Phase 4, the Commerce City Townships or a Hawkeye New Well area, *provided* that such well (whether located in Hawkeye Phase 4, the Commerce City Townships or a Hawkeye New Well area) constitutes, and meets all applicable requirements of, a Hawkeye Other Qualified Well.

3. **If the Hawkeye Facilities have not reached Completion (and the Broomfield Facilities have reached Completion):**

Invested Capital	**Minimum Number of Broomfield Gross Qualified Wells (Broomfield Dedicated Area)**	**Well Commitment Deadline**
[redacted]	[redacted] Broomfield Gross Qualified Wells	[redacted]
[redacted]	[redacted] Broomfield Gross Qualified Wells	December 31, 2022
[redacted] and above	[redacted] Broomfield Gross Qualified Wells	[redacted]

[Exhibits G, H and I Redacted]

[Schedules 2.1 and 3.4 Redacted]

EXHIBIT 3

Execution Version

PRODUCED WATER GATHERING AGREEMENT

BY AND BETWEEN

ELEVATION MIDSTREAM, LLC

AND

EXTRACTION OIL & GAS, INC.

[Table of Contents Redacted]

PRODUCED WATER GATHERING AGREEMENT

This PRODUCED WATER GATHERING AGREEMENT (this "Agreement") is made and entered as of July 3, 2018 (the "Effective Date"), by and between ELEVATION MIDSTREAM, LLC, a Delaware limited liability company ("Elevation"), and EXTRACTION OIL & GAS, INC., a Delaware corporation ("Producer"). Elevation and Producer are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

Background:

WHEREAS, Producer and/or its Affiliates (as hereinafter defined) own certain interests in oil and gas, lands, leases and wells on lands located in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Elbert and Weld Counties, Colorado, and City of Broomfield Colorado within an area of mutual interest (the Dedicated Area (as hereinafter defined)) and Producer and/or its Affiliates owns, controls or otherwise has the right to market the natural gas produced therefrom; and

WHEREAS, Producer and/or its Affiliates desires to dedicate and deliver, from time to time, and Elevation desires to receive, gather Producer's Water, all on the terms and conditions set forth in this Agreement.

Agreement:

NOW THEREFORE, in consideration of the premises and of the mutual covenants in this Agreement, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, Elevation and Producer agree as follows:

ARTICLE I
DEFINITIONS

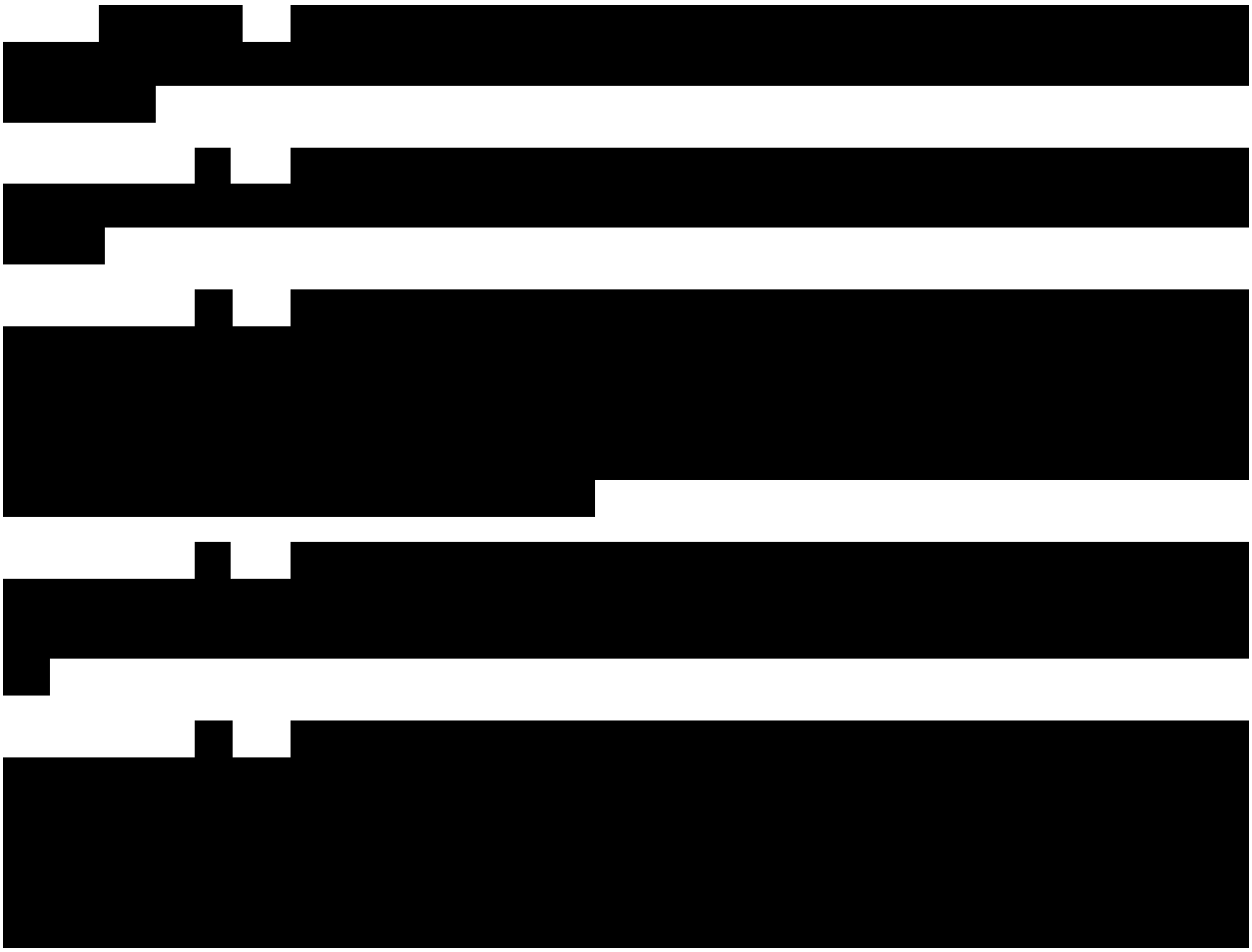
Section 1.1 Definitions. Capitalized terms used herein, but not defined herein, shall have the meanings given to such terms in Exhibit A, General Terms and Conditions ("GTC"), attached to and made a part of this Agreement for all purposes.

ARTICLE II
DEDICATION; COMMITTED WATER

Section 2.1 Dedication. Subject to the terms of this Agreement, and except as provided in Section 2.2, Producer, on its behalf and on behalf of its Affiliates, hereby commits and dedicates the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from Producer and its Affiliates at the Delivery Points all Water therein and thereunder and as may be produced therefrom to the performance of this Agreement (collectively, the "Dedication") and agrees to connect all of Producer's wells within the Dedicated Area to the Gathering System and deliver to Elevation at the Delivery Points one hundred percent (100%) of the Water produced from the Dedicated Interests and from the Other Interests ("Producer's Water") (collectively, the "Delivery Obligation").

Producer represents and warrants to Elevation that (a) it has the right to make the Dedication and the Delivery Obligation and to grant the servitudes in the Dedicated Interests (collectively, the Dedication, the Delivery Obligation, and such servitudes in the Dedicated Interests, the "Property Rights") as provided in Section 2.4 and (b) effective as of the Effective Date, there are no (1) prior conflicting Property Rights covering any of the Dedicated Interests, Other Interests or Producer's Water that are in effect as of the date of this Agreement or (2) other Property Rights in the Dedicated Area, except, in each case, as set forth on Schedule 2.1 (the "Current Existing Dedications"). Producer represents and warrants to Elevation that it has the authority to bind its existing or future Affiliates holding any Dedicated Interests to the creation of the Property Rights.

In the event interests are acquired by Producer or its Affiliates after the Effective Date of this Agreement and such interests are subject to an existing conflicting Property Rights at the time of such acquisition, such interests shall be excluded from the Dedicated Interests for the term of such existing dedication but only to the extent of such conflict *provided* that Producer will not (and will cause its Affiliates not to) extend or renew the term of such existing dedication. Following the expiration of (i) a Current Existing Dedication or (ii) a dedication existing at the time of an acquisition by Producer or its Affiliates, Elevation shall have the option to cause Producer's Water previously subject to (i) or (ii) to be connected to the Gathering System at Elevation's sole cost and expense.





Section 2.3 Assignment of Dedicated Interests. Producer agrees that any sale, assignment or pledge of all or any portion of the Dedicated Interests will be made expressly subject to this Agreement and will be sold, assigned or pledged in accordance with GTC Section XII. Producer may or its Affiliates may enter into any agreement pursuant to which any of the Dedicated Interests may be conveyed from Producer to a third party as part of an acreage swap (an "Acreage Swap Agreement"), in which case:

(a) such Dedicated Interests conveyed from Producer or its Affiliates pursuant to such Acreage Swap Agreement (the "Conveyed Interests"), and Dedicated Interests, other Property Rights, Other Interests and Producer's Water associated with such Conveyed Interests shall be permanently released from this Agreement and the Parties shall execute such instruments (including an updated Memorandum of Agreement) as Producer or its Affiliates shall reasonably request to evidence the foregoing in a mutually agreeable form; *provided* that an Acreage Swap Agreement providing for the exchange of [redacted] or more net acres included in the Dedicated Interests, in one or a series of related transactions, requires the prior written consent of the Investor Representative, not to be unreasonably withheld; *provided, further, however,* that if at the time there is reasonably expected to be a decrease to the future cash flows, including the timing thereof, to Elevation as a result of any Acreage Swap Agreement during the term of this Agreement (other than those conducted in accordance with Section 2.3(d)), the Parties shall work in good faith to provide for compensation to Elevation whereby Elevation is economically no worse off following such transaction than prior to such transaction; and

(b) the acreage conveyed to Producer pursuant to such Acreage Swap Agreement that is located within the Dedicated Area (the "Received Interests") shall, as of the time of such conveyance to Producer, be subject to this Agreement and included in the Dedicated Interests, and the Parties shall execute such instruments (including an updated Memorandum of Agreement) as Elevation shall reasonably request to evidence the foregoing in a mutually agreeable form.

(c) the Parties agree that Elevation may elect not to permanently release such Dedicated Interests, other Property Rights, Other Interests and Producer's Water produced from

such Conveyed Interests transferred pursuant to an Acreage Swap Agreement in the event any of the following circumstances exist: (i) the Received Interests are not or will not be operated by Producer or its Affiliates; (ii) the Received Interests are subject to conflicting Property Rights; (iii) the Received Interests do not have a substantially equivalent number of acres as compared to the Conveyed Interest; or (iv) a Delivery Point exists, or construction of a New Delivery Point has begun, on the Conveyed Interests and Producer has not agreed to reimburse Elevation for the direct and reasonable costs incurred by Elevation in the construction and connection of such Delivery Point or New Delivery Point, as applicable.

(d) Notwithstanding anything else contained herein, Producer or its Affiliates may, from time to time, in connection with one or a series of Acreage Swap Agreements of less than [redacted] net acres require a permanent release from the Dedication (and Producer or its Affiliates may effect such permanent release without Elevation's consent) of the applicable Dedicated Interests, other Property Rights, Other Interests and Producer's Water associated with such Conveyed Interests and Producer's Water produced from such Conveyed Interests; *provided* that the Received Interests have a substantially equivalent number of net acres (with substantially the same fair market value) as compared to the Conveyed Interest; *provided, further*, that the total number of net acres included in the Conveyed Interests permanently released pursuant to this Section 2.3(d) and Section 2.3(d) of each of the Oil Gathering Agreement and Gas Gathering Agreement shall not shall not exceed [redacted] net acres; provided, further, that the Received Interests shall become subject to this Agreement and included in the Dedicated Interests in accordance with Section 2.3(b). Furthermore, any acreage released in connection with any Acreage Swap Agreement otherwise in compliance with Sections 2.3(a), 2.3(b) and 2.3(c) of this Agreement shall not be taken into consideration for the purposes of the [redacted] net acre limitation set forth in this Section 2.3(d). For the avoidance of doubt, all of the restrictions described in this Section 2.3 shall apply to an acreage swap providing for the exchange of [redacted] or more net acres included in the Dedicated Interests, in one or a series of related transactions.

Section 2.4 Covenant Running with Land. The Dedication and the Delivery Obligation, the grant of servitude hereinafter provided and other Property Rights and Producer's covenants under Section 2.3, together with all other related commitments in this Agreement and the matters set forth in GTC Section XV(a), GTC Section XV(b) and GTC Section XV(c) are not merely contract rights but are covenants running with (and touching and concerning) all of the Dedicated Interests (including the underlying Water, lands, leases and wells) and, in addition, are binding upon the successors and assigns of Dedicated Interests and/or Producer's Water. Producer acknowledges and agrees that the Dedication and Delivery Obligation made hereunder assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns, without which, Elevation would be unwilling to enter into or perform under this Agreement.

[redacted]

[Page 5 Redacted]



Section 2.8 Producer Affiliates. Producer shall immediately cause all of its Affiliates owning (whether now or hereafter) any Dedicated Interests to execute and notarize (in recordable format) a Ratification Agreement attached hereto as Exhibit I pursuant to which each such Affiliate shall ratify, approve and adopt this Agreement as a Producer as though it executed this Agreement directly; *provided, however,* that Producer is hereby appointed by each Affiliate of Producer to give and receive all notices, to make and receive all payments and to exercise all remedies, obligations and liabilities of Producer hereunder for all purposes, until such time as either Affiliate provides Elevation written notice that it no longer wishes Producer act on its behalf under this Agreement. Elevation shall file such agreement of record as soon as reasonably practicable following its execution. Producer hereby indemnifies, releases and holds harmless Elevation from any and all damages in favor of the Affiliates arising out of or in any way connected to Elevation relying on Producer's actions pursuant to this Section 2.8.

ARTICLE III
GATHERING FACILITIES

Section 3.1 Construction, Ownership and Operation of the Gathering System by Elevation. Subject to the terms and conditions of this Agreement, Elevation or one of its Contracting Party Affiliates will, at Elevation's sole cost and expense, design, construct, own, operate, and maintain the Gathering System in order to gather Producer's Water produced from Dedicated Interests, including all related appurtenances and facilities and any modifications, additions or extensions thereto sufficient to gather the quantities of Producer's Water. Elevation or one of its Contracting Party Affiliates will also design, construct, own, operate, and maintain the Delivery Points initially identified in Exhibit B on the Gathering System (the "Initial Delivery Points") according to the specifications set forth in Exhibit D. Elevation will use its reasonable commercial efforts to connect to the Initial Delivery Points listed in Exhibit B and achieve Substantial Completion by the Substantial Completion Date. Notwithstanding the foregoing provisions of this Section 3.1 or the other provisions of this Agreement, if (a) Producer or a Contracting Party Affiliate of Producer is the Manager under the MSA or (b) a Budget Cure Failure or Completion Failure has occurred, in each case, at the time of, or immediately prior to, the Substantial Completion Date, there shall be no liability to Elevation if Elevation fails to connect to the Initial Delivery Points listed in Exhibit B and/or to achieve Substantial Completion by the Substantial Completion Date.

Section 3.2 Skim Oil; Water. Notwithstanding anything in this Agreement to the contrary, and subject to the terms of that certain Crude Oil Gathering and Stabilization Agreement, by and between Elevation and Producer, dated as of the date hereof (the "Crude Agreement"):

(a) Elevation shall, at its sole cost and expense, deliver or cause to be delivered to the Central Gathering Facility all Water attributable to Producer's Crude Oil received or recovered by Elevation at the Stabilization Station, and such Water shall be included in any applicable calculations of volumes of Water delivered by Producer under this Agreement; and

(b) Elevation shall, at its sole cost and expense, deliver or cause to be delivered to the Stabilization Station all Crude Oil attributable to Producer's Water received or recovered by Elevation at the Central Gathering Facility, and such Crude Oil shall be included in any applicable calculations of volumes of Crude Oil delivered by Producer under the Crude Agreement.

Section 3.3 Subsequent Connection Obligations; Delays; Releases.

(a) New Delivery Point Notices. Producer shall provide notice ("New Delivery Point Notice") to Elevation if Producer desires to establish a new Delivery Point within the Dedicated Area (other than the Initial Delivery Points set forth in Exhibit B) (each, a "New Delivery Point"). The New Delivery Point Notice shall include (i) the approximate location of the New Delivery Point and (ii) the requested in-service date.

(b) Producer's Connection Obligations; Amendment of Exhibit B. Each time Producer delivers a New Delivery Point Notice hereunder, Producer will commence and complete with due diligence, at Producer's sole cost and expense, the installation of the facilities necessary to enable Producer to deliver Producer's Water to the New Delivery Point. Upon request by either Party, given no more frequently than once per quarter, the Parties shall add such New Delivery Points to Exhibit B by amendment of this Agreement.

(c) Connection Obligations of Elevation. Promptly after Elevation receives a New Delivery Point Notice, Elevation will commence and complete with due diligence the installation of the custody transfer meter, tap, pipeline, and other facilities necessary to enable Elevation to receive deliveries of Producer's Water at the New Delivery Point and gather it on the Gathering System by the dates specified below (each a "Connection Deadline").

(i) Connection Deadlines for New Delivery Points.

(A) Elevation shall use commercially reasonable efforts to complete the installation of the New Delivery Point by the requested in-service date specified in the New Delivery Point Notice;

(B) If the New Delivery Point is located [redacted] miles or less from the Gathering System, Elevation shall be obligated to complete the installation of such New Delivery Point by [redacted] Days after Elevation receives the New Delivery Point Notice for such New Delivery Point; and

(C) If the New Delivery Point is located more than [redacted] miles from the Gathering System, Elevation shall be obligated to complete the installation of such New Delivery Point within [redacted] Days after Elevation receives the New Delivery Point Notice for such New Delivery Point.

(d) Connection Delays; Producer's Self Help Remedy and Release Rights. If Elevation does not complete construction of the facilities needed to take possession at the applicable Delivery Point by (i) with respect to the Initial Delivery Points, the Substantial Completion Date, and (ii) with respect to the New Delivery Points, the applicable Connection Deadline, for any reason (including, but not limited to, matters attributable to Producer or Force Majeure), Producer shall have the option to immediately temporarily release from the dedication all Producer's Water produced from wells then or thereafter producing that require the proposed Delivery Point to deliver such Producer's Water hereunder (such wells, the "Delivery Point Properties") from the dedication subject to Elevation's right to resume receipts at a subsequent time when the Delivery Point has been completed; *provided, however,* the released Delivery Point Properties shall not again be subject to dedication hereunder until the first (1st) day of the Month following thirty (30) Days' notice delivered to Producer by Elevation that such Delivery Point has been completed; *provided* that Producer will resume deliveries of any such released volumes prior to the expiration of such period if reasonably practicable, as determined by Producer. Furthermore, if Elevation does not complete construction of the facilities needed to take possession at the applicable Delivery Point by (A) (1) with respect to the Initial Delivery Points, one hundred twenty (120) Days following the Substantial Completion Date, and (2) with respect to the New Delivery Points, one hundred twenty (120) Days following the applicable

Connection Deadline, for any reason other than Force Majeure (including, but not limited to, matters attributable to Producer) or (B) (1) with respect to the Initial Delivery Points, one hundred eighty (180) Days following the Substantial Completion Date, and (2) with respect to the New Delivery Points, one hundred eighty (180) Days following the applicable Connection Deadline, as a result of a Force Majeure, Producer will have only the following remedies:

(i) Producer shall have the right and option, but not the obligation, to acquire and/or construct or cause a third party to acquire and/or construct the facilities necessary to connect Producer's Water from the uncompleted Delivery Point to the Gathering System. In order to exercise such option, Producer shall deliver a written notice of such election to Elevation within thirty-five (35) Days after the Substantial Completion Date or relevant Connection Deadline, as applicable (a "Construction Election Notice"). If Producer delivers a Construction Election Notice to Elevation, Elevation will reimburse Producer (within 30 Days of receiving an invoice therefor) for [redacted] of the out-of-pocket costs associated with the design, construction and installation of said facilities. Such costs shall include, without limitation, the costs associated with: (A) the acquisition of easements, rights-of-way and surface use agreements, title reports, title opinions and/or title insurance, (B) the conduct of land surveys, and (C) the acquisition of all other materials and equipment used or obtained in constructing said facilities. Thereafter, the newly constructed facilities shall be owned and operated by Elevation unless otherwise agreed by the Parties. PRODUCER MAKES NO WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY FACILITIES ACQUIRED AND/OR CONSTRUCTED PURSUANT TO THIS Section 3.3(D)(I) AND CONVEYED TO ELEVATION.

(ii) Provided that Producer has not exercised the remedy set forth in Section 3.3(d)(i) above, Producer will have the option, exercisable at any time prior to the connection of the Delivery Point Properties, to a permanent release of the applicable Delivery Point Properties from the dedication under this Agreement; *provided* that it is the Parties intent that the all lands and Water encompassed within the Dedicated Area which have not been specifically subject to a permanent release under this Section 3.3(d)(ii), shall remain dedicated to Elevation and the Dedication shall remain in full force and effect for the duration of the term of this Agreement.

The remedies described in this Section 3.3(d) do not apply if Producer or its Contracting Party Affiliate is Manager under the MSA at the time of, or immediately prior to, a connection delay and Elevation shall not be liable for any breach of this Section 3.3(d) that occurs while (A) Producer or its Contracting Party Affiliate is Manager under the MSA or (B) with respect to the Initial Delivery Points, a Budget Cure Failure or Completion Failure has occurred.

Section 3.4 New Area. If Producer drills a well outside of the Dedicated Area and within the locations identified on Schedule 3.4 ("New Well") that Producer desires to connect to the Gathering System, Producer will provide written notice to Elevation (a "New Delivery Point Notice") that Producer intends to establish a new Delivery Point (each, a "New Delivery Point") as if such Delivery Point were located within the Dedicated Area. Elevation shall have thirty

(30) Days from the receipt of the New Delivery Point Notice to elect to construct such New Delivery Point. If Elevation elects to construct such New Delivery Point upon obtaining the consent of the Investor Representative, Elevation and Producer shall commence construction of the New Delivery Point according to the procedures set forth in Section 3.3. Upon completion of the New Delivery Point, the township where the New Well is located will become part of the Dedicated Area and Exhibit C shall be amended to reflect such township. Notwithstanding the foregoing, if pre-existing conflicting Property Rights are effective in such township, such interests shall be excluded from the Dedicated Interests for the term of such existing conflicting Property Rights but only to the extent of such conflict; *provided* that Producer will not (and will cause its Affiliates not to) extend or renew the term of such existing conflicting Property Rights.

[redacted].

ARTICLE IV
DELIVERY POINTS; FEES

[redacted]

[redacted]

Section 4.3 Fee.

(a) Subject to GTC Section V(a), Producer will pay Elevation a Monthly fee for the services provided under this Agreement (the "Fee") equal to the sum of (x) (1) the Broomfield Rate *multiplied by* (2) the aggregate volume of Producer's Water in Barrels (measured at the Delivery Points) from the Broomfield Dedicated Area during such Month and (y) (1) the Hawkeye Rate (together with the Broomfield Rate, the "Rate") *multiplied by* (2) the aggregate volume of Producer's Water in Barrels (measured at the Delivery Points) from the Hawkeye Dedicated Area during such Month. Except as expressly provided under this Agreement, the Fee shall be in full consideration of all services provided by Elevation to Producer under this Agreement.

[redacted]

[Page 11 Redacted]

[redacted]

ARTICLE VII
TERM

This Agreement is effective as of the Effective Date and will remain in full force and effect thereafter for a primary term of fifteen (15) Years following the Substantial Completion Date (the "Primary Term") and, unless terminated by either Party upon written notice delivered to the other Party at least sixty (60) Days prior to the last Day of the Primary Term, will continue Year-to-Year (each, a "Secondary Term") unless terminated by either Party upon written notice delivered to the other Party at least sixty (60) Days prior to the last Day of the current Secondary

Term. The termination of this Agreement will not excuse any obligations incurred under this Agreement prior to the effective date of any such termination of this Agreement.



[redacted]

ARTICLE IX
EXHIBITS; COUNTERPART EXECUTION

[redacted]

Section 9.3 Memorandum of Agreement. Contemporaneously with the execution of this Agreement (and from time to time at the reasonable request of Elevation), the Parties will execute and notarize in recordable format, a memorandum of agreement in the form attached as Exhibit E and Elevation shall file such memorandum of record as soon as reasonably practicable following its execution. Upon (i) Producer obtaining a permanent release under this Agreement or (ii) the termination or expiration of this Agreement, Elevation shall, within fifteen (15) Days, of Producer's written request, deliver to Producer a release memorandum that supersedes the then-current memorandum in each county that contains relevant Dedicated Interests, but only to the extent of the Dedicated Interests subject to the permanent release.

[redacted]

[Page 15 Redacted]

[Signature Pages Redacted]

EXHIBIT A

GENERAL TERMS AND CONDITIONS

Section I Definitions

[redacted]

(k) "**Basic Documents**" means, collectively, the Purchase Agreement, the LLC Agreement, the MSA, the Gas Gathering Agreement, this Agreement, the Crude Agreement and the other agreements referenced therein that are entered into among two or more of Elevation, Institutional Investor, XTR Midstream, LLC, Producer and/or any affiliate of the foregoing in connection transactions contemplated by this Agreement or the other Basic Documents.

[redacted]

[redacted]

(m) "**Broomfield Dedicated Area**" means the geographic area described as such on Exhibit C.

[redacted]

[Exhibit A – Pages 3-4 Redacted]

[redacted]

(pp) "**Dedicated Area**" means the Hawkeye Dedicated Area and the Broomfield Dedicated Area.

(qq) "**Dedicated Interests**" means (i) Producer's and/or its Affiliates' interests now held in lands, mineral interests, easements, leases, wells and Water therein and thereunder, including the leases described on Exhibit C in the Dedicated Area, that are not subject to an Current Existing Dedication as of the Effective Date and operated by Producer or its Affiliates and (ii) Producer's and/or its Affiliates' interests hereafter acquired during the term of this Agreement in lands, mineral interests, easements, leases, wells and Water therein and thereunder in the Dedicated Area that are operated by Producer or its Affiliates and not subject to an existing conflicting dedication or commitment as of the date acquired.

[redacted]

[redacted]

(lll) "**Hawkeye Dedicated Area**" means the geographic area described as such on Exhibit C.

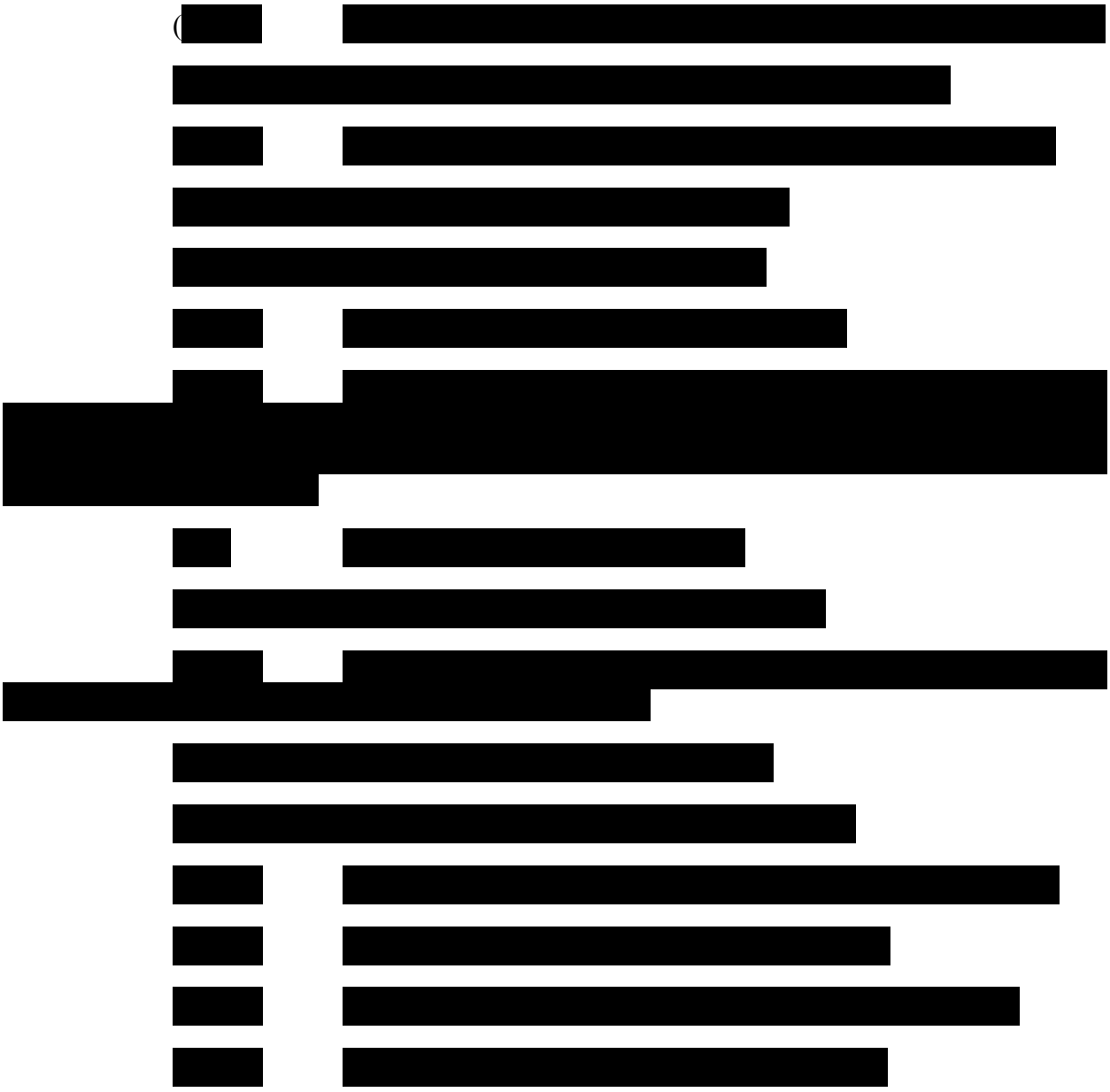
[redacted]

[Exhibit A – Pages 7-9 Redacted]

[redacted]

(rrrr) "**Other Interests**" means all interests of parties other than Producer and its Affiliates in the Dedicated Area, when such other-party interests are represented and controlled by Producer or in respect of which it has the right to market or otherwise deal with their Water, including working interests, royalty interests, overriding royalty interests, net profits interests or other interests in Water, but excludes any interests for which a party has exercised its take-in-kind rights under its agreement with Producer.

[redacted]



(rrrrr) "**Substantial Completion**" means that construction of the Gathering System and a sufficient number of Delivery Points has been completed and are ready to provide gathering services in accordance with the terms of this Agreement, such that at least: (i) [redacted] per Day, with respect to the Broomfield Dedicated Area, and (ii) [redacted] per day, with respect to the Hawkeye Dedicated Area, of gathering capacity is ready and capable of flowing under this Agreement; provided, however, that to the extent that the Budget is amended in accordance with the LLC Agreement, then, with the prior written consent of the Investor Representative, this definition of Substantial Completion and the specifications set forth on Exhibit D-1 with respect to the Broomfield Dedicated Area and the Broomfield Facilities or Exhibit D-2 with respect to the Hawkeye Dedicated Area and the Hawkeye Facilities shall be amended to the extent necessary to reflect such Budget amendment.

[Exhibit A – Pages 12-20 Redacted]



Section XII Assignment

This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Except for transfers and assignments to a Party's Contracting Party Affiliate ((i) for which the assigning Party shall remain liable for all obligations under this Agreement, and (ii) which shall require notice by the assigning Party, but no consent from the other Party), this Agreement (including the Drilling Commitment) may not be transferred or assigned, in whole or in part, by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed; *provided* that a request for credit support associated with the obligations under this Agreement shall not be considered an unreasonable condition to a transfer or assignment. Any assignment is violation of the

foregoing shall be void *ab initio*. Additionally, any assignee of either Party's interest in this Agreement shall provide to the non-assigning Party, in a form reasonably acceptable to such non-assigning Party, a ratification of this Agreement (and related Memorandum of Agreement) whereby such assignee ratifies and assumes the obligations of the assigning Party, including with respect to the Property Rights.

Section XIII Laws and Regulations

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS.



Section XV Other Covenants

(a) Corporate Opportunities. For so long as any Preferred Units are issued and outstanding, Producer covenants to, and agrees with, Investor Representative to comply with, and to cause each of Producer's Contracting Party Affiliates to comply with, the covenants, agreements, and other provisions of Sections 6.6(a) and 6.6(b) of the LLC Agreement applicable to any member of the Extraction Group, *mutatis mutandis*, as though such Person were an original party thereto. With respect to the obligations contemplated by the foregoing provisions of this GTC Section XV(a) (including, for the purposes of clarity, the provisions in the LLC Agreement contemplated in this GTC Section XV(a)) (collectively, the "Section XV(a) Provisions"), the parties agree that irreparable damage, for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Section XV(a) Provisions were not performed in accordance with their specific terms and that any remedy at law for any breach of the provisions of the Section XV(a) Provisions would be inadequate. Accordingly, the Parties hereto acknowledge and agree that each such party shall be entitled to seek an injunction, specific performance or other equitable relief to prevent breaches of the Section XV(a) Provisions and to enforce specifically the terms and provisions thereof. In furtherance of the foregoing, the Parties hereto acknowledge and agree that any other party seeking an injunction to prevent breaches of the Section XV(a) Provisions and to enforce specifically the terms and provisions of the Section XV(a) Provisions in accordance with their terms shall not be required to provide any bond or other security in connection with any such injunction.





(c) Drilling Commitment.

(i) Commencing as of the Effective Date, on or before each applicable Well Commitment Deadline, Producer and its Affiliates shall Drill, Complete and Equip, in the aggregate, a number of Hawkeye Gross Qualified Wells and Broomfield Gross Qualified Wells that equals or exceeds the applicable minimum number of Hawkeye Gross Qualified Wells and Broomfield Gross Qualified Wells set forth in the Drilling Commitment on Exhibit F on or before the applicable Well Commitment Deadline (all such wells, the "Commitment Wells", and each such well, a "Commitment Well"); *provided, however*, (a) no well Drilled, Completed or Equipped prior to the Effective Date shall be counted as a Commitment Well,(b) if the Broomfield Facilities do not reach Completion, the applicable minimum number of Hawkeye Gross Qualified Wells for purposes of this GTC Section XV(c) shall be the number of Hawkeye Gross Qualified Wells set forth in Part 2 of Exhibit F, (c) if the Hawkeye Facilities do not reach Completion, the applicable minimum number of Broomfield Gross Qualified Wells for purposes of this GTC Section XV(c) shall be the minimum number of Broomfield Gross Qualified Wells set forth in Part 3 of Exhibit F, and (d) if neither the Broomfield Facilities nor the Hawkeye Facilities reach Completion, the applicable minimum number of Hawkeye Gross Qualified Wells and Broomfield Gross Qualified Wells for purposes of this GTC Section XV(c) shall be the minimum number of Broomfield Gross Qualified Wells and Hawkeye Gross Qualified Wells set forth in Part 1 of Exhibit F.

(ii) If Producer and its Affiliates fail to Drill, Complete and Equip all of the Commitment Wells required pursuant to this GTC Section XV(c) on or before the applicable Well Commitment Deadline, then Producer and its Affiliates shall be deemed, as of the applicable Well Commitment Deadline, to be in breach

of this GTC Section XV(c), and Elevation shall be entitled to make a claim for damages against Producer and its Affiliates.

(iii) The Parties agree that the drilling commitment set forth in this GTC Section XV(c) and Exhibit F may be duplicated in a substantially similar form in the Gas Gathering Agreement and the Crude Agreement and the that the drilling commitment set forth in this GTC Section XV(c) and Exhibit F (as the same may be duplicated in a substantially similar form in the foregoing agreements) constitutes one singular obligation on the part of Producer, without duplication.

Section XVI Miscellaneous

(a) Entire Agreement. This Agreement, along with the other Basic Documents, and those other documents expressly referred to herein or therein (including exhibits, appendices, annexes, and schedules hereto and thereto) embody the complete agreement and understanding among the parties and supersede and preempt (a) all prior oral or written proposals, representations, term sheet, or agreements, (b) all contemporaneous oral proposals or agreements, and (c) all previous negotiations and all other communications or understandings among the Parties hereto with respect to the subject matter hereof. It is the intent of the Parties hereto that the transactions contemplated by this Agreement, the other Basic Documents, and those other documents contemplated herein or therein (including appendices, exhibits, and schedules hereto and thereto), taken together, collectively constitute a single, unitary, and indivisible contract.



(d) Easements and Rights-of-Way.

(i) Elevation is responsible, at its sole cost, for the acquisition and maintenance of rights of way, surface use and/or surface access agreements necessary to construct, own and operate the Gathering System and Delivery Points; *provided* that Producer hereby grants to Elevation, without warranty of title, either express or implied, to the extent that it may lawfully and is contractually permitted to do so without the incurrence of additional expense, a non-exclusive easement and right of way upon all lands covered by the Dedicated Area for the purpose of constructing, operating, repairing, replacing, maintaining, and removing measurement facilities for the Delivery Points; *provided*, the exercise of these rights by Elevation or Elevation's designee will not unreasonably interfere with Producer's operations or with the rights of owners in fee.

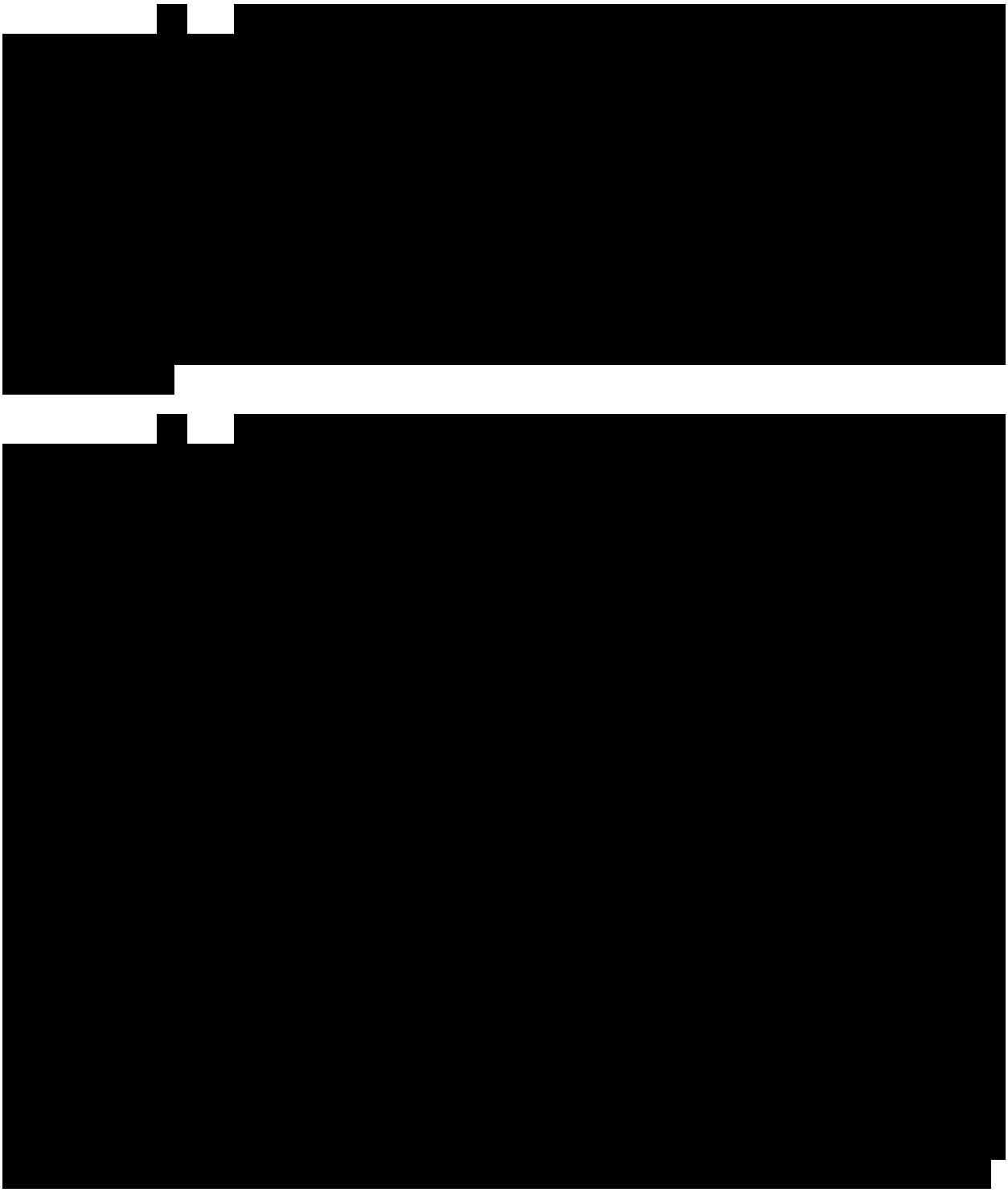
(ii) Producer shall not have a duty to maintain in force and effect any underlying agreements (such as any lease, easement, or surface use agreement) that the grants of easements or rights of way by Producer to Elevation pursuant to GTC Section XVI(d)(i) are based upon, and such grants of easements or rights of way will terminate if Producer loses its rights to the applicable property, regardless of the reason for such loss of rights.

(iii) Elevation shall fully indemnify, defend, release and hold Producer Covered Persons harmless from and against any and all claims, liabilities, damages, losses, and expenses of any kind or character incident to Elevation's rights, or exercise of such rights, under this GTC Section XVI(d), regardless of whether caused or contributed to by the negligence of any Producer Covered Person.

[redacted]

(f) No Other Beneficiaries. Except as otherwise expressly provided herein (e.g., GTC Section IX and GTC Section XVI(h) of this Agreement and the rights of the Investor Representative under this Agreement and the LLC Agreement), the provisions of this Agreement will not impart rights enforceable by any Person, firm, or organization not a Party or not a successor or assignee of a Party to this Agreement. Without limiting the foregoing provision, the Parties agree that the Investor Representative shall be an express third party beneficiary of this

Agreement and has certain rights regarding this Agreement as detailed in the LLC Agreement. In furtherance of the foregoing, until the rights of the Investor Representative have expired under the LLC Agreement (as detailed therein), this Agreement may not be amended or modified, and no right of Elevation under this Agreement may be waived, without the prior written consent of the Investor Representative.



[End of Exhibit A, General Terms and Conditions]

[Exhibit B Redacted]

EXHIBIT C

DEDICATED AREA

EXHIBIT C-1 (BROOMFIELD)

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
4. Township 2N 68W (Sections: All)
5. Township 2N 67W (Sections: All)
6. Township 1N 69W (Sections: All)
7. Township 1N 68W (Sections: All)
8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

EXHIBIT C-2 (HAWKEYE)

1. T3S R66W (Sections: All)
2. T3S R65W (Sections: All)
3. T3S R64W (Sections: All)
4. T3S R63W(Sections: All)
5. T4S R66W (Sections: All)
6. T4S R65W (Sections: All)
7. T4S R64W (Sections: All)
8. T4S R63W (Sections: All)
9. T5S R66W (Sections: All)
10. T5S R65W (Sections: All)
11. T5S R64W (Sections: All)
12. T5S R63W (Sections: All)
13. T6S R65W (Sections: All)
14. T6S R64W (Sections: All)
15. T6S R63W (Sections: All)
16. T6S R62W (Sections: All)
17. T2S R66W (Sections: All)
18. T2S R67W (Sections: All)

[Exhibits D and E Redacted]

EXHIBIT F

DRILLING COMMITMENT

Minimum Number of Broomfield Gross Qualified Wells and Hawkeye Gross Qualified Wells (by Invested Capital)

1. **Producer and its Affiliates hereby agree to Drill, Complete and Equip, in the aggregate, a number of Broomfield Gross Qualified Wells and Hawkeye Gross Qualified Wells that equals or exceeds the applicable minimum number of Broomfield Gross Qualified Wells and Hawkeye Gross Qualified Wells set forth below on or before the applicable Well Commitment Deadline:**

Invested Capital	Minimum Number of Broomfield Gross Qualified Wells (Broomfield Dedicated Area)	Minimum Number of Hawkeye Gross Qualified Wells (Hawkeye Dedicated Area)	Well Commitment Deadline
[redacted]	[redacted] Broomfield Gross Qualified Wells	[redacted] Hawkeye Gross Qualified Wells**	[redacted]
[redacted]	[redacted] Broomfield Gross Qualified Wells*	[redacted] Hawkeye Gross Qualified Wells**	[redacted]
[redacted] and above	[redacted] Broomfield Gross Qualified Wells*	[redacted] Hawkeye Gross Qualified Wells**	[redacted]

* Once the Broomfield Facilities and Hawkeye Facilities have reached Completion, with respect to (a)(i) the [redacted] Broomfield Gross Qualified Well commitment for the Broomfield Dedicated Area, Producer may elect to replace up to [redacted] of such Broomfield Gross Qualified Wells, and (ii) the [redacted] Broomfield Gross Qualified Well commitment for the Broomfield Dedicated Area, Producer may elect to replace up to [redacted] of such Broomfield Gross Qualified Wells, in each case, by increasing the minimum number of Hawkeye Gross Qualified Wells to be Drilled, Completed and Equipped in the Hawkeye Dedicated Area by an amount of Hawkeye Gross Qualified Wells equal to (A) the number of Broomfield Gross Qualified Wells in the Broomfield Dedicated Area to be replaced *multiplied by* (B) [redacted] and (b)(i) the [redacted] Hawkeye Gross Qualified Well commitment for the Hawkeye Dedicated Area, Producer may elect to replace up to [redacted] of such Hawkeye Gross Qualified Wells, and (ii) the [redacted] Hawkeye Gross Qualified Well commitment for the Hawkeye Dedicated Area, Producer may elect to replace up to [redacted] of such Hawkeye Gross Qualified Wells, in each case, by increasing the minimum number of Broomfield Gross Qualified Wells to be Drilled, Completed and Equipped in the Broomfield Dedicated Area by an amount of Broomfield Gross Qualified Wells equal to (i) the number of Hawkeye Gross Qualified Wells in the Hawkeye Dedicated Area to be replaced *multiplied by* (ii) [redacted]

** With respect to Hawkeye Gross Qualified Wells in the Hawkeye Dedicated Area set forth in the chart above, the first [redacted] Hawkeye Gross Qualified Wells set forth above must be located in (a) Hawkeye Phase 1 and/or Hawkeye Phase 2, or (b) the Commerce City Townships or a

Hawkeye New Well area, *provided* that such well (whether located the Commerce City Townships or a Hawkeye New Well area) constitutes, and meets all applicable requirements of, a Hawkeye Other Qualified Well. With respect to the remaining Hawkeye Gross Qualified Wells in (x) the Hawkeye Dedicated Area set forth above may be located in Hawkeye Phase 1, Hawkeye Phase 2, or Hawkeye Phase 3 or (y) Hawkeye Phase 4, the Commerce City Townships or a Hawkeye New Well area, *provided* that such well (whether located in Hawkeye Phase 4, the Commerce City Townships or a Hawkeye New Well area) constitutes, and meets all applicable requirements of, a Hawkeye Other Qualified Well.

2. **If the Broomfield Facilities have not reached Completion (and the Hawkeye Facilities have reached Completion):**

Invested Capital	**Minimum Number of Hawkeye Gross Qualified Wells (Hawkeye Dedicated Area)**	**Well Commitment Deadline**
[redacted]	[redacted] Hawkeye Gross Qualified Wells*	[redacted]
[redacted]	[redacted] Hawkeye Gross Qualified Wells*	[redacted]
[redacted] and above	[redacted] Hawkeye Gross Qualified Wells*	[redacted]

* With respect to Gross Hawkeye Qualified Wells in the Hawkeye Dedicated Area set forth in the chart above, the first [redacted] Hawkeye Gross Qualified Wells set forth above must be located in (a) Hawkeye Phase 1 and/or Hawkeye Phase 2, or (b) the Commerce City Townships or a Hawkeye New Well area, *provided* that such well (whether located the Commerce City Townships or a Hawkeye New Well area) constitutes, and meets all applicable requirements of, a Hawkeye Other Qualified Well. With respect to the remaining Hawkeye Gross Qualified Wells in (x) the Hawkeye Dedicated Area set forth above may be located in Hawkeye Phase 1, Hawkeye Phase 2, or Hawkeye Phase 3 or (y) Hawkeye Phase 4, the Commerce City Townships or a Hawkeye New Well area, *provided* that such well (whether located in Hawkeye Phase 4, the Commerce City Townships or a Hawkeye New Well area) constitutes, and meets all applicable requirements of, a Hawkeye Other Qualified Well.

3. **If the Hawkeye Facilities have not reached Completion (and the Broomfield Facilities have reached Completion):**

Invested Capital	**Minimum Number of Broomfield Gross Qualified Wells (Broomfield Dedicated Area)**	**Well Commitment Deadline**
[redacted]	[redacted] Broomfield Gross Qualified Wells	[redacted]
[redacted]	[redacted] Broomfield Gross Qualified Wells	December 31, 2022
[redacted] and above	[redacted] Broomfield Gross Qualified Wells	[redacted]

[Exhibits G, H and I Redacted]

[Schedules 2.1 and 3.4 Redacted]

EXHIBIT 4

FILED UNDER SEAL

EXHIBIT 5

FILED UNDER SEAL

EXHIBIT 6

FILED UNDER SEAL

EXHIBIT 7

THE STATE OF COLORADO §
§
THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

MEMORANDUM OF AGREEMENT

ELEVATION MIDSTREAM, LLC ("Elevation") and EXTRACTION OIL & GAS, INC. ("Producer") are parties to that certain Gas Gathering and Compression Agreement (the "Agreement") dated effective July 3, 2018 ("Effective Date"). Capitalized terms used herein, but not defined herein, have the meanings assigned to such terms in the Agreement.

Subject to the terms of the Agreement, Producer and its Affiliates (including 8 North LLC and Axis Exploration, LLC) dedicated and committed, and do hereby dedicate and commit, to Elevation, effective as of the Effective Date, the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from Producer and its Affiliates all Gas produced from the Dedicated Interests and the Other Interests, which are located in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Elbert and Weld Counties, Colorado, and City of Broomfield, Colorado, within the dedicated area described in the attached Schedule A, for a period of fifteen (15) Years following the Substantial Completion Date, and then Year-to-Year thereafter until terminated pursuant to the terms of the Agreement. As used herein, "Dedicated Interests" means (i) Producer's and/or its Affiliates' interests now held in lands, mineral interests, easements, leases, wells and Gas therein and thereunder, located in the dedicated area described in the attached Schedule A, that are not subject to a Current Existing Dedication as of the Effective Date and operated by Producer or its Affiliates and (ii) Producer's and/or its Affiliates' interests hereafter acquired during the term of the Agreement in lands, mineral interests, easements, leases, wells and Gas therein and thereunder in the dedicated area described in the attached Schedule A that are operated by Producer or its Affiliates and not subject to an existing conflicting dedication or commitment as of the date acquired.

Producer and its Affiliates acknowledge and agree that the dedication made under the Agreement and herein, and the grant of servitude therein and herein, assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns.

Elevation and Producer desire to enter into, and record in the applicable county land records, this memorandum in order to place all third parties on notice of the Agreement and the interests of Producer and its Affiliates dedicated to Elevation thereunder and herein.

The terms and conditions referenced in this memorandum are more particularly described in the Agreement, and are incorporated herein by reference. The Parties have agreed that this memorandum is executed for the purpose of giving notice to all persons of Producer's and its

Affiliates dedication and commitment to Elevation, and shall not amend or modify the Agreement in any way. In the event of a conflict between this memorandum of agreement and the Agreement, the Agreement shall govern in all respects.

This memorandum may be executed in any number of counterparts, all of which will be considered together as one instrument.

[Remainder of page left intentionally blank.]

PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 12 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Extraction Oil & Gas, Inc., for and on behalf of such corporation.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of Nov, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of 8 North LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

AXIS EXPLORATION, LLC (AFFILIATE OF PRODUCER):

AXIS EXPLORATION, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Axis Exploration, LLC, for and on behalf of such limited liability company.

Haley Zepeski
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Elevation Midstream, LLC, for and on behalf of such limited liability company.

_____
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

Schedule A - Dedicated Area

Broomfield Dedicated Area

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
4. Township 2N 68W (Sections: All)
5. Township 2N 67W (Sections: All)
6. Township 1N 69W (Sections: All)
7. Township 1N 68W (Sections: All)
8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

Hawkeye Dedicated Area

1. T3S R66W (Sections: All)
2. T3S R65W (Sections: All)
3. T3S R64W (Sections: All)
4. T3S R63W(Sections: All)
5. T4S R66W (Sections: All)
6. T4S R65W (Sections: All)
7. T4S R64W (Sections: All)
8. T4S R63W (Sections: All)
9. T5S R66W (Sections: All)
10. T5S R65W (Sections: All)
11. T5S R64W (Sections: All)

12. T5S R63W (Sections: All)

13. T6S R65W (Sections: All)

14. T6S R64W (Sections: All)

15. T6S R63W (Sections: All)

16. T6S R62W (Sections: All)

17. T2S R66W (Sections: All)

18. T2S R67W (Sections: All)

MEMORANDUM
10/12/2018 01:58 PM RF: $48.00 DF: $0.00
Arapahoe County Clerk, CO
Page: 1 of 8
Matt Crane, Clerk & Recorder
Electronically Recorded
D8101324

THE STATE OF COLORADO §
§
THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

MEMORANDUM OF AGREEMENT

ELEVATION MIDSTREAM, LLC ("Elevation") and EXTRACTION OIL & GAS, INC. ("Producer") are parties to that certain Gas Gathering and Compression Agreement (the "Agreement") dated effective July 3, 2018 ("Effective Date"). Capitalized terms used herein, but not defined herein, have the meanings assigned to such terms in the Agreement.

Subject to the terms of the Agreement, Producer and its Affiliates (including 8 North LLC and Axis Exploration, LLC) dedicated and committed, and do hereby dedicate and commit, to Elevation, effective as of the Effective Date, the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from Producer and its Affiliates all Gas produced from the Dedicated Interests and the Other Interests, which are located in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Elbert and Weld Counties, Colorado, and City of Broomfield, Colorado, within the dedicated area described in the attached Schedule A, for a period of fifteen (15) Years following the Substantial Completion Date, and then Year-to-Year thereafter until terminated pursuant to the terms of the Agreement. As used herein, "Dedicated Interests" means (i) Producer's and/or its Affiliates' interests now held in lands, mineral interests, easements, leases, wells and Gas therein and thereunder, located in the dedicated area described in the attached Schedule A, that are not subject to a Current Existing Dedication as of the Effective Date and operated by Producer or its Affiliates and (ii) Producer's and/or its Affiliates' interests hereafter acquired during the term of the Agreement in lands, mineral interests, easements, leases, wells and Gas therein and thereunder in the dedicated area described in the attached Schedule A that are operated by Producer or its Affiliates and not subject to an existing conflicting dedication or commitment as of the date acquired.

Producer and its Affiliates acknowledge and agree that the dedication made under the Agreement and herein, and the grant of servitude therein and herein, assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns.

Elevation and Producer desire to enter into, and record in the applicable county land records, this memorandum in order to place all third parties on notice of the Agreement and the interests of Producer and its Affiliates dedicated to Elevation thereunder and herein.

The terms and conditions referenced in this memorandum are more particularly described in the Agreement, and are incorporated herein by reference. The Parties have agreed that this memorandum is executed for the purpose of giving notice to all persons of Producer's and its

Affiliates dedication and commitment to Elevation, and shall not amend or modify the Agreement in any way. In the event of a conflict between this memorandum of agreement and the Agreement, the Agreement shall govern in all respects.

This memorandum may be executed in any number of counterparts, all of which will be considered together as one instrument.

[Remainder of page left intentionally blank.]

PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Extraction Oil & Gas, Inc., for and on behalf of such corporation.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: **Russell T. Kelley, Jr.**

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of 8 North LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

AXIS EXPLORATION, LLC (AFFILIATE OF PRODUCER):

AXIS EXPLORATION, LLC

By: _____

Name: **Russell T. Kelley, Jr.**

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Axis Exploration, LLC, for and on behalf of such limited liability company.

Haley Zepeski
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

Name: **Russell T. Kelley, Jr.**

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Elevation Midstream, LLC, for and on behalf of such limited liability company.

_____
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

Schedule A - Dedicated Area

Broomfield Dedicated Area

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
4. Township 2N 68W (Sections: All)
5. Township 2N 67W (Sections: All)
6. Township 1N 69W (Sections: All)
7. Township 1N 68W (Sections: All)
8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

Hawkeye Dedicated Area

1. T3S R66W (Sections: All)
2. T3S R65W (Sections: All)
3. T3S R64W (Sections: All)
4. T3S R63W(Sections: All)
5. T4S R66W (Sections: All)
6. T4S R65W (Sections: All)
7. T4S R64W (Sections: All)
8. T4S R63W (Sections: All)
9. T5S R66W (Sections: All)
10. T5S R65W (Sections: All)
11. T5S R64W (Sections: All)

12. T5S R63W (Sections: All)

13. T6S R65W (Sections: All)

14. T6S R64W (Sections: All)

15. T6S R63W (Sections: All)

16. T6S R62W (Sections: All)

17. T2S R66W (Sections: All)

18. T2S R67W (Sections: All)

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RF: $48.00 DF: $0.00 Page: 1 of 8
Electronically recorded in Boulder County Colorado. Recorded as received.

THE STATE OF COLORADO §
§
THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

MEMORANDUM OF AGREEMENT

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Subject to the terms of the Agreement, Producer and its Affiliates (including 8 North LLC and Axis Exploration, LLC) dedicated and committed, and do hereby dedicate and commit, to Elevation, effective as of the Effective Date, the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from Producer and its Affiliates all Gas produced from the Dedicated Interests and the Other Interests, which are located in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Elbert and Weld Counties, Colorado, and City of Broomfield, Colorado, within the dedicated area described in the attached Schedule A, for a period of fifteen (15) Years following the Substantial Completion Date, and then Year-to-Year thereafter until terminated pursuant to the terms of the Agreement. As used herein, "Dedicated Interests" means (i) Producer's and/or its Affiliates' interests now held in lands, mineral interests, easements, leases, wells and Gas therein and thereunder, located in the dedicated area described in the attached Schedule A, that are not subject to a Current Existing Dedication as of the Effective Date and operated by Producer or its Affiliates and (ii) Producer's and/or its Affiliates' interests hereafter acquired during the term of the Agreement in lands, mineral interests, easements, leases, wells and Gas therein and thereunder in the dedicated area described in the attached Schedule A that are operated by Producer or its Affiliates and not subject to an existing conflicting dedication or commitment as of the date acquired.

Producer and its Affiliates acknowledge and agree that the dedication made under the Agreement and herein, and the grant of servitude therein and herein, assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns.

Elevation and Producer desire to enter into, and record in the applicable county land records, this memorandum in order to place all third parties on notice of the Agreement and the interests of Producer and its Affiliates dedicated to Elevation thereunder and herein.

The terms and conditions referenced in this memorandum are more particularly described in the Agreement, and are incorporated herein by reference. The Parties have agreed that this memorandum is executed for the purpose of giving notice to all persons of Producer's and its

Affiliates dedication and commitment to Elevation, and shall not amend or modify the Agreement in any way. In the event of a conflict between this memorandum of agreement and the Agreement, the Agreement shall govern in all respects.

This memorandum may be executed in any number of counterparts, all of which will be considered together as one instrument.

[Remainder of page left intentionally blank.]

PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: **Russell T. Kelley, Jr.**

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 12 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Extraction Oil & Gas, Inc., for and on behalf of such corporation.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: **Russell T. Kelley, Jr.**

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of 8 North LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

AXIS EXPLORATION, LLC (AFFILIATE OF PRODUCER):

AXIS EXPLORATION, LLC

By: _____

Name: **Russell T. Kelley, Jr.**

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Axis Exploration, LLC, for and on behalf of such limited liability company.

Haley Zepeski
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

Name: **Russell T. Kelley, Jr.**

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Elevation Midstream, LLC, for and on behalf of such limited liability company.

_____
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

Schedule A - Dedicated Area

Broomfield Dedicated Area

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
4. Township 2N 68W (Sections: All)
5. Township 2N 67W (Sections: All)
6. Township 1N 69W (Sections: All)
7. Township 1N 68W (Sections: All)
8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

Hawkeye Dedicated Area

1. T3S R66W (Sections: All)
2. T3S R65W (Sections: All)
3. T3S R64W (Sections: All)
4. T3S R63W(Sections: All)
5. T4S R66W (Sections: All)
6. T4S R65W (Sections: All)
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8. T4S R63W (Sections: All)
9. T5S R66W (Sections: All)
10. T5S R65W (Sections: All)
11. T5S R64W (Sections: All)

12. T5S R63W (Sections: All)

13. T6S R65W (Sections: All)

14. T6S R64W (Sections: All)

15. T6S R63W (Sections: All)

16. T6S R62W (Sections: All)

17. T2S R66W (Sections: All)

18. T2S R67W (Sections: All)

2018011419 AG 10/12/2018 02:20 PM
Total Pages: 8 Rec Fee: $48.00 Doc Fee: $0.00
Broomfield City & County of

THE STATE OF COLORADO §
§
THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

MEMORANDUM OF AGREEMENT

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Subject to the terms of the Agreement, Producer and its Affiliates (including 8 North LLC and Axis Exploration, LLC) dedicated and committed, and do hereby dedicate and commit, to Elevation, effective as of the Effective Date, the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from Producer and its Affiliates all Gas produced from the Dedicated Interests and the Other Interests, which are located in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Elbert and Weld Counties, Colorado, and City of Broomfield, Colorado, within the dedicated area described in the attached Schedule A, for a period of fifteen (15) Years following the Substantial Completion Date, and then Year-to-Year thereafter until terminated pursuant to the terms of the Agreement. As used herein, "Dedicated Interests" means (i) Producer's and/or its Affiliates' interests now held in lands, mineral interests, easements, leases, wells and Gas therein and thereunder, located in the dedicated area described in the attached Schedule A, that are not subject to a Current Existing Dedication as of the Effective Date and operated by Producer or its Affiliates and (ii) Producer's and/or its Affiliates' interests hereafter acquired during the term of the Agreement in lands, mineral interests, easements, leases, wells and Gas therein and thereunder in the dedicated area described in the attached Schedule A that are operated by Producer or its Affiliates and not subject to an existing conflicting dedication or commitment as of the date acquired.

Producer and its Affiliates acknowledge and agree that the dedication made under the Agreement and herein, and the grant of servitude therein and herein, assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns.

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Affiliates dedication and commitment to Elevation, and shall not amend or modify the Agreement in any way. In the event of a conflict between this memorandum of agreement and the Agreement, the Agreement shall govern in all respects.

This memorandum may be executed in any number of counterparts, all of which will be considered together as one instrument.

[Remainder of page left intentionally blank.]

PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: **Russell T. Kelley, Jr.**

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 12 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Extraction Oil & Gas, Inc., for and on behalf of such corporation.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: **Russell T. Kelley, Jr.**

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of October, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of 8 North LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

AXIS EXPLORATION, LLC (AFFILIATE OF PRODUCER):

AXIS EXPLORATION, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Axis Exploration, LLC, for and on behalf of such limited liability company.

Haley Zepeski
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Elevation Midstream, LLC, for and on behalf of such limited liability company.

_____
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

Schedule A - Dedicated Area

Broomfield Dedicated Area

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
4. Township 2N 68W (Sections: All)
5. Township 2N 67W (Sections: All)
6. Township 1N 69W (Sections: All)
7. Township 1N 68W (Sections: All)
8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

Hawkeye Dedicated Area

1. T3S R66W (Sections: All)
2. T3S R65W (Sections: All)
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7. T4S R64W (Sections: All)
8. T4S R63W (Sections: All)
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10. T5S R65W (Sections: All)
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13. T6S R65W (Sections: All)

14. T6S R64W (Sections: All)

15. T6S R63W (Sections: All)

16. T6S R62W (Sections: All)

17. T2S R66W (Sections: All)

18. T2S R67W (Sections: All)

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Page: 1 of 8

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City & County of Denver AGR
Electronically Recorded

THE STATE OF COLORADO §
§
THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

MEMORANDUM OF AGREEMENT

ELEVATION MIDSTREAM, LLC ("Elevation") and EXTRACTION OIL & GAS, INC. ("Producer") are parties to that certain Gas Gathering and Compression Agreement (the "Agreement") dated effective July 3, 2018 ("Effective Date"). Capitalized terms used herein, but not defined herein, have the meanings assigned to such terms in the Agreement.

Subject to the terms of the Agreement, Producer and its Affiliates (including 8 North LLC and Axis Exploration, LLC) dedicated and committed, and do hereby dedicate and commit, to Elevation, effective as of the Effective Date, the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from Producer and its Affiliates all Gas produced from the Dedicated Interests and the Other Interests, which are located in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Elbert and Weld Counties, Colorado, and City of Broomfield, Colorado, within the dedicated area described in the attached Schedule A, for a period of fifteen (15) Years following the Substantial Completion Date, and then Year-to-Year thereafter until terminated pursuant to the terms of the Agreement. As used herein, "Dedicated Interests" means (i) Producer's and/or its Affiliates' interests now held in lands, mineral interests, easements, leases, wells and Gas therein and thereunder, located in the dedicated area described in the attached Schedule A, that are not subject to a Current Existing Dedication as of the Effective Date and operated by Producer or its Affiliates and (ii) Producer's and/or its Affiliates' interests hereafter acquired during the term of the Agreement in lands, mineral interests, easements, leases, wells and Gas therein and thereunder in the dedicated area described in the attached Schedule A that are operated by Producer or its Affiliates and not subject to an existing conflicting dedication or commitment as of the date acquired.

Producer and its Affiliates acknowledge and agree that the dedication made under the Agreement and herein, and the grant of servitude therein and herein, assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns.

Elevation and Producer desire to enter into, and record in the applicable county land records, this memorandum in order to place all third parties on notice of the Agreement and the interests of Producer and its Affiliates dedicated to Elevation thereunder and herein.

The terms and conditions referenced in this memorandum are more particularly described in the Agreement, and are incorporated herein by reference. The Parties have agreed that this memorandum is executed for the purpose of giving notice to all persons of Producer's and its

Affiliates dedication and commitment to Elevation, and shall not amend or modify the Agreement in any way. In the event of a conflict between this memorandum of agreement and the Agreement, the Agreement shall govern in all respects.

This memorandum may be executed in any number of counterparts, all of which will be considered together as one instrument.

[Remainder of page left intentionally blank.]

PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: **Russell T. Kelley, Jr.**

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 12 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Extraction Oil & Gas, Inc., for and on behalf of such corporation.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of 8 North LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

AXIS EXPLORATION, LLC (AFFILIATE OF PRODUCER):

AXIS EXPLORATION, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Axis Exploration, LLC, for and on behalf of such limited liability company.

Haley Zepeski
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Elevation Midstream, LLC, for and on behalf of such limited liability company.

_____
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

Schedule A - Dedicated Area

Broomfield Dedicated Area

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
4. Township 2N 68W (Sections: All)
5. Township 2N 67W (Sections: All)
6. Township 1N 69W (Sections: All)
7. Township 1N 68W (Sections: All)
8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

Hawkeye Dedicated Area

1. T3S R66W (Sections: All)
2. T3S R65W (Sections: All)
3. T3S R64W (Sections: All)
4. T3S R63W(Sections: All)
5. T4S R66W (Sections: All)
6. T4S R65W (Sections: All)
7. T4S R64W (Sections: All)
8. T4S R63W (Sections: All)
9. T5S R66W (Sections: All)
10. T5S R65W (Sections: All)
11. T5S R64W (Sections: All)

12. T5S R63W (Sections: All)

13. T6S R65W (Sections: All)

14. T6S R64W (Sections: All)

15. T6S R63W (Sections: All)

16. T6S R62W (Sections: All)

17. T2S R66W (Sections: All)

18. T2S R67W (Sections: All)

THE STATE OF COLORADO §
§
THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

MEMORANDUM OF AGREEMENT

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Subject to the terms of the Agreement, Producer and its Affiliates (including 8 North LLC and Axis Exploration, LLC) dedicated and committed, and do hereby dedicate and commit, to Elevation, effective as of the Effective Date, the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from Producer and its Affiliates all Gas produced from the Dedicated Interests and the Other Interests, which are located in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Elbert and Weld Counties, Colorado, and City of Broomfield, Colorado, within the dedicated area described in the attached Schedule A, for a period of fifteen (15) Years following the Substantial Completion Date, and then Year-to-Year thereafter until terminated pursuant to the terms of the Agreement. As used herein, "Dedicated Interests" means (i) Producer's and/or its Affiliates' interests now held in lands, mineral interests, easements, leases, wells and Gas therein and thereunder, located in the dedicated area described in the attached Schedule A, that are not subject to a Current Existing Dedication as of the Effective Date and operated by Producer or its Affiliates and (ii) Producer's and/or its Affiliates' interests hereafter acquired during the term of the Agreement in lands, mineral interests, easements, leases, wells and Gas therein and thereunder in the dedicated area described in the attached Schedule A that are operated by Producer or its Affiliates and not subject to an existing conflicting dedication or commitment as of the date acquired.

Producer and its Affiliates acknowledge and agree that the dedication made under the Agreement and herein, and the grant of servitude therein and herein, assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns.

Elevation and Producer desire to enter into, and record in the applicable county land records, this memorandum in order to place all third parties on notice of the Agreement and the interests of Producer and its Affiliates dedicated to Elevation thereunder and herein.

The terms and conditions referenced in this memorandum are more particularly described in the Agreement, and are incorporated herein by reference. The Parties have agreed that this memorandum is executed for the purpose of giving notice to all persons of Producer's and its

Affiliates dedication and commitment to Elevation, and shall not amend or modify the Agreement in any way. In the event of a conflict between this memorandum of agreement and the Agreement, the Agreement shall govern in all respects.

This memorandum may be executed in any number of counterparts, all of which will be considered together as one instrument.

[Remainder of page left intentionally blank.]

PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Extraction Oil & Gas, Inc., for and on behalf of such corporation.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of Dec, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of 8 North LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

AXIS EXPLORATION, LLC (AFFILIATE OF PRODUCER):

AXIS EXPLORATION, LLC

By: _____

Name: **Russell T. Kelley, Jr.**

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Axis Exploration, LLC, for and on behalf of such limited liability company.

Haley Zepeski
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

Name: **Russell T. Kelley, Jr.**

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Elevation Midstream, LLC, for and on behalf of such limited liability company.

_____
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

Schedule A - Dedicated Area

Broomfield Dedicated Area

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
4. Township 2N 68W (Sections: All)
5. Township 2N 67W (Sections: All)
6. Township 1N 69W (Sections: All)
7. Township 1N 68W (Sections: All)
8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

Hawkeye Dedicated Area

1. T3S R66W (Sections: All)
2. T3S R65W (Sections: All)
3. T3S R64W (Sections: All)
4. T3S R63W(Sections: All)
5. T4S R66W (Sections: All)
6. T4S R65W (Sections: All)
7. T4S R64W (Sections: All)
8. T4S R63W (Sections: All)
9. T5S R66W (Sections: All)
10. T5S R65W (Sections: All)
11. T5S R64W (Sections: All)

12. T5S R63W (Sections: All)

13. T6S R65W (Sections: All)

14. T6S R64W (Sections: All)

15. T6S R63W (Sections: All)

16. T6S R62W (Sections: All)

17. T2S R66W (Sections: All)

18. T2S R67W (Sections: All)

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Dallas Schroeder Clerk/Recorder, Elbert County, CO

THE STATE OF COLORADO §
§
THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

MEMORANDUM OF AGREEMENT

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Subject to the terms of the Agreement, Producer and its Affiliates (including 8 North LLC and Axis Exploration, LLC) dedicated and committed, and do hereby dedicate and commit, to Elevation, effective as of the Effective Date, the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from Producer and its Affiliates all Gas produced from the Dedicated Interests and the Other Interests, which are located in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Elbert and Weld Counties, Colorado, and City of Broomfield, Colorado, within the dedicated area described in the attached Schedule A, for a period of fifteen (15) Years following the Substantial Completion Date, and then Year-to-Year thereafter until terminated pursuant to the terms of the Agreement. As used herein, "Dedicated Interests" means (i) Producer's and/or its Affiliates' interests now held in lands, mineral interests, easements, leases, wells and Gas therein and thereunder, located in the dedicated area described in the attached Schedule A, that are not subject to a Current Existing Dedication as of the Effective Date and operated by Producer or its Affiliates and (ii) Producer's and/or its Affiliates' interests hereafter acquired during the term of the Agreement in lands, mineral interests, easements, leases, wells and Gas therein and thereunder in the dedicated area described in the attached Schedule A that are operated by Producer or its Affiliates and not subject to an existing conflicting dedication or commitment as of the date acquired.

Producer and its Affiliates acknowledge and agree that the dedication made under the Agreement and herein, and the grant of servitude therein and herein, assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns.

Elevation and Producer desire to enter into, and record in the applicable county land records, this memorandum in order to place all third parties on notice of the Agreement and the interests of Producer and its Affiliates dedicated to Elevation thereunder and herein.

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581192 B: 789 P: 992 MOA
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Dallas Schroeder Clerk/Recorder, Elbert County, CO

Affiliates dedication and commitment to Elevation, and shall not amend or modify the Agreement in any way. In the event of a conflict between this memorandum of agreement and the Agreement, the Agreement shall govern in all respects.

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[Remainder of page left intentionally blank.]

581192 B: 789 P: 992 MOA
10/15/2018 04:44:24 PM Page 3 of 8 R: $48.00 D:
Dallas Schroeder Clerk/Recorder, Elbert County, CO

PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 12 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Extraction Oil & Gas, Inc., for and on behalf of such corporation.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

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Dallas Schroeder Clerk/Recorder, Elbert County, CO

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of October, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of 8 North LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

581192 B: 789 P: 992 MOA
10/15/2018 04:44:24 PM Page 5 of 8 R: $48.00 D:
Dallas Schroeder Clerk/Recorder, Elbert County, CO

AXIS EXPLORATION, LLC (AFFILIATE OF PRODUCER):

AXIS EXPLORATION, LLC

By: _____

Name: **Russell T. Kelley, Jr.**

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Axis Exploration, LLC, for and on behalf of such limited liability company.

Haley Zepeski
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

581192 B: 789 P: 992 MOA
10/15/2018 04:44:24 PM Page 6 of 8 R: $48.00 D:
Dallas Schroeder Clerk/Recorder, Elbert County, CO

ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

Name: **Russell T. Kelley, Jr.**

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Elevation Midstream, LLC, for and on behalf of such limited liability company.

_____
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

581192 B: 789 P: 992 MOA
10/15/2018 04:44:24 PM Page 7 of 8 R: $48.00 D:
Dallas Schroeder Clerk/Recorder, Elbert County, CO

Schedule A - Dedicated Area

Broomfield Dedicated Area

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
4. Township 2N 68W (Sections: All)
5. Township 2N 67W (Sections: All)
6. Township 1N 69W (Sections: All)
7. Township 1N 68W (Sections: All)
8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

Hawkeye Dedicated Area

1. T3S R66W (Sections: All)
2. T3S R65W (Sections: All)
3. T3S R64W (Sections: All)
4. T3S R63W(Sections: All)
5. T4S R66W (Sections: All)
6. T4S R65W (Sections: All)
7. T4S R64W (Sections: All)
8. T4S R63W (Sections: All)
9. T5S R66W (Sections: All)
10. T5S R65W (Sections: All)
11. T5S R64W (Sections: All)

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Dallas Schroeder Clerk/Recorder, Elbert County, CO

12. T5S R63W (Sections: All)

13. T6S R65W (Sections: All)

14. T6S R64W (Sections: All)

15. T6S R63W (Sections: All)

16. T6S R62W (Sections: All)

17. T2S R66W (Sections: All)

18. T2S R67W (Sections: All)

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Total Pages: 8 Rec Fee: $48.00
Carly Koppes - Clerk and Recorder, Weld County, CO

THE STATE OF COLORADO §
§
THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

MEMORANDUM OF AGREEMENT

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Producer and its Affiliates acknowledge and agree that the dedication made under the Agreement and herein, and the grant of servitude therein and herein, assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns.

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[Remainder of page left intentionally blank.]

PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 12 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Extraction Oil & Gas, Inc., for and on behalf of such corporation.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: **Russell T. Kelley, Jr.**

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of May, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of 8 North LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

AXIS EXPLORATION, LLC (AFFILIATE OF PRODUCER):

AXIS EXPLORATION, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Axis Exploration, LLC, for and on behalf of such limited liability company.

Haley Zepeski
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

Name: **Russell T. Kelley, Jr.**

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Elevation Midstream, LLC, for and on behalf of such limited liability company.

_____
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

Schedule A - Dedicated Area

Broomfield Dedicated Area

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
4. Township 2N 68W (Sections: All)
5. Township 2N 67W (Sections: All)
6. Township 1N 69W (Sections: All)
7. Township 1N 68W (Sections: All)
8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

Hawkeye Dedicated Area

1. T3S R66W (Sections: All)
2. T3S R65W (Sections: All)
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6. T4S R65W (Sections: All)
7. T4S R64W (Sections: All)
8. T4S R63W (Sections: All)
9. T5S R66W (Sections: All)
10. T5S R65W (Sections: All)
11. T5S R64W (Sections: All)

12. T5S R63W (Sections: All)

13. T6S R65W (Sections: All)

14. T6S R64W (Sections: All)

15. T6S R63W (Sections: All)

16. T6S R62W (Sections: All)

17. T2S R66W (Sections: All)

18. T2S R67W (Sections: All)

EXHIBIT 8

Electronically Recorded RECEPTION#: 2018000084257,
10/17/2018 at 1:55 PM, 1 OF 8
REC: $48.00
TD Pgs: 0 Stan Martin, Adams County, CO.

THE STATE OF COLORADO §
§
THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

MEMORANDUM OF AGREEMENT

ELEVATION MIDSTREAM, LLC ("Elevation") and EXTRACTION OIL & GAS, INC. ("Producer") are parties to that certain Crude Oil Gathering and Stabilization Agreement (the "Agreement") dated effective July 3, 2018 ("Effective Date"). Capitalized terms used herein, but not defined herein, have the meanings assigned to such terms in the Agreement.

Subject to the terms of the Agreement, Producer and its Affiliates (including 8 North LLC and Axis Exploration, LLC) dedicated and committed, and do hereby dedicate and commit, to Elevation, effective as of the Effective Date, the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from Producer and its Affiliates all Crude Oil produced from the Dedicated Interests and the Other Interests, which are located in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Elbert and Weld Counties, Colorado, and City of Broomfield, Colorado, within the dedicated area described in the attached Schedule A, for a period of fifteen (15) Years following the Substantial Completion Date, and then Year-to-Year thereafter until terminated pursuant to the terms of the Agreement. As used herein, "Dedicated Interests" means (i) Producer's and/or its Affiliates' interests now held in lands, mineral interests, easements, leases, wells and Crude Oil therein and thereunder, located in the dedicated area described in the attached Schedule A, that are not subject to a Current Existing Dedication as of the Effective Date and operated by Producer or its Affiliates and (ii) Producer's and/or its Affiliates' interests hereafter acquired during the term of the Agreement in lands, mineral interests, easements, leases, wells and Crude Oil therein and thereunder in the dedicated area described in the attached Schedule A that are operated by Producer or its Affiliates and not subject to an existing conflicting dedication or commitment as of the date acquired.

Producer and its Affiliates acknowledge and agree that the dedication made under the Agreement and herein, and the grant of servitude therein and herein, assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns.

Elevation and Producer desire to enter into, and record in the applicable county land records, this memorandum in order to place all third parties on notice of the Agreement and the interests of Producer and its Affiliates dedicated to Elevation thereunder and herein.

The terms and conditions referenced in this memorandum are more particularly described in the Agreement, and are incorporated herein by reference. The Parties have agreed that this memorandum is executed for the purpose of giving notice to all persons of Producer's and its

Affiliates dedication and commitment to Elevation, and shall not amend or modify the Agreement in any way. In the event of a conflict between this memorandum of agreement and the Agreement, the Agreement shall govern in all respects.

This memorandum may be executed in any number of counterparts, all of which will be considered together as one instrument.

[Remainder of page left intentionally blank.]

PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Extraction Oil & Gas, Inc., for and on behalf of such corporation.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of 8 North LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE KOCKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003203
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003203

AXIS EXPLORATION, LLC (AFFILIATE OF PRODUCER):

AXIS EXPLORATION, LLC

By: [signature]

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Axis Exploration, LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

[signature]
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

ELEVATION:

ELEVATION MIDSTREAM, LLC

By: [signature]

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Elevation Midstream, LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

[signature]
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

Schedule A - Dedicated Area

Broomfield Dedicated Area

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
4. Township 2N 68W (Sections: All)
5. Township 2N 67W (Sections: All)
6. Township 1N 69W (Sections: All)
7. Township 1N 68W (Sections: All)
8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

Hawkeye Dedicated Area

1. T3S R66W (Sections: All)
2. T3S R65W (Sections: All)
3. T3S R64W (Sections: All)
4. T3S R63W(Sections: All)
5. T4S R66W (Sections: All)
6. T4S R65W (Sections: All)
7. T4S R64W (Sections: All)
8. T4S R63W (Sections: All)
9. T5S R66W (Sections: All)
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11. T5S R64W (Sections: All)

12. T5S R63W (Sections: All)

13. T6S R65W (Sections: All)

14. T6S R64W (Sections: All)

15. T6S R63W (Sections: All)

16. T6S R62W (Sections: All)

17. T2S R66W (Sections: All)

18. T2S R67W (Sections: All)

MEMORANDUM
10/12/2018 12:40 PM RF: $48.00 DF: $0.00
Arapahoe County Clerk, CO
Page: 1 of 8
Matt Crane, Clerk & Recorder
Electronically Recorded
D8101267

THE STATE OF COLORADO §
§
THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

MEMORANDUM OF AGREEMENT

ELEVATION MIDSTREAM, LLC ("Elevation") and EXTRACTION OIL & GAS, INC. ("Producer") are parties to that certain Crude Oil Gathering and Stabilization Agreement (the "Agreement") dated effective July 3, 2018 ("Effective Date"). Capitalized terms used herein, but not defined herein, have the meanings assigned to such terms in the Agreement.

Subject to the terms of the Agreement, Producer and its Affiliates (including 8 North LLC and Axis Exploration, LLC) dedicated and committed, and do hereby dedicate and commit, to Elevation, effective as of the Effective Date, the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from Producer and its Affiliates all Crude Oil produced from the Dedicated Interests and the Other Interests, which are located in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Elbert and Weld Counties, Colorado, and City of Broomfield, Colorado, within the dedicated area described in the attached Schedule A, for a period of fifteen (15) Years following the Substantial Completion Date, and then Year-to-Year thereafter until terminated pursuant to the terms of the Agreement. As used herein, "Dedicated Interests" means (i) Producer's and/or its Affiliates' interests now held in lands, mineral interests, easements, leases, wells and Crude Oil therein and thereunder, located in the dedicated area described in the attached Schedule A, that are not subject to a Current Existing Dedication as of the Effective Date and operated by Producer or its Affiliates and (ii) Producer's and/or its Affiliates' interests hereafter acquired during the term of the Agreement in lands, mineral interests, easements, leases, wells and Crude Oil therein and thereunder in the dedicated area described in the attached Schedule A that are operated by Producer or its Affiliates and not subject to an existing conflicting dedication or commitment as of the date acquired.

Producer and its Affiliates acknowledge and agree that the dedication made under the Agreement and herein, and the grant of servitude therein and herein, assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns.

Elevation and Producer desire to enter into, and record in the applicable county land records, this memorandum in order to place all third parties on notice of the Agreement and the interests of Producer and its Affiliates dedicated to Elevation thereunder and herein.

The terms and conditions referenced in this memorandum are more particularly described in the Agreement, and are incorporated herein by reference. The Parties have agreed that this memorandum is executed for the purpose of giving notice to all persons of Producer's and its

Affiliates dedication and commitment to Elevation, and shall not amend or modify the Agreement in any way. In the event of a conflict between this memorandum of agreement and the Agreement, the Agreement shall govern in all respects.

This memorandum may be executed in any number of counterparts, all of which will be considered together as one instrument.

[Remainder of page left intentionally blank.]

PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Extraction Oil & Gas, Inc., for and on behalf of such corporation.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of 8 North LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

AXIS EXPLORATION, LLC (AFFILIATE OF PRODUCER):

AXIS EXPLORATION, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Axis Exploration, LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Elevation Midstream, LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

Schedule A - Dedicated Area

Broomfield Dedicated Area

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
4. Township 2N 68W (Sections: All)
5. Township 2N 67W (Sections: All)
6. Township 1N 69W (Sections: All)
7. Township 1N 68W (Sections: All)
8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

Hawkeye Dedicated Area

1. T3S R66W (Sections: All)
2. T3S R65W (Sections: All)
3. T3S R64W (Sections: All)
4. T3S R63W(Sections: All)
5. T4S R66W (Sections: All)
6. T4S R65W (Sections: All)
7. T4S R64W (Sections: All)
8. T4S R63W (Sections: All)
9. T5S R66W (Sections: All)
10. T5S R65W (Sections: All)
11. T5S R64W (Sections: All)

12. T5S R63W (Sections: All)

13. T6S R65W (Sections: All)

14. T6S R64W (Sections: All)

15. T6S R63W (Sections: All)

16. T6S R62W (Sections: All)

17. T2S R66W (Sections: All)

18. T2S R67W (Sections: All)

03680906 10/12/2018 01:39 PM
RF: $48.00 DF: $0.00 Page: 1 of 8
Electronically recorded in Boulder County Colorado. Recorded as received.

THE STATE OF COLORADO §
§
THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

MEMORANDUM OF AGREEMENT

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Subject to the terms of the Agreement, Producer and its Affiliates (including 8 North LLC and Axis Exploration, LLC) dedicated and committed, and do hereby dedicate and commit, to Elevation, effective as of the Effective Date, the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from Producer and its Affiliates all Crude Oil produced from the Dedicated Interests and the Other Interests, which are located in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Elbert and Weld Counties, Colorado, and City of Broomfield, Colorado, within the dedicated area described in the attached Schedule A, for a period of fifteen (15) Years following the Substantial Completion Date, and then Year-to-Year thereafter until terminated pursuant to the terms of the Agreement. As used herein, "Dedicated Interests" means (i) Producer's and/or its Affiliates' interests now held in lands, mineral interests, easements, leases, wells and Crude Oil therein and thereunder, located in the dedicated area described in the attached Schedule A, that are not subject to a Current Existing Dedication as of the Effective Date and operated by Producer or its Affiliates and (ii) Producer's and/or its Affiliates' interests hereafter acquired during the term of the Agreement in lands, mineral interests, easements, leases, wells and Crude Oil therein and thereunder in the dedicated area described in the attached Schedule A that are operated by Producer or its Affiliates and not subject to an existing conflicting dedication or commitment as of the date acquired.

Producer and its Affiliates acknowledge and agree that the dedication made under the Agreement and herein, and the grant of servitude therein and herein, assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns.

Elevation and Producer desire to enter into, and record in the applicable county land records, this memorandum in order to place all third parties on notice of the Agreement and the interests of Producer and its Affiliates dedicated to Elevation thereunder and herein.

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Affiliates dedication and commitment to Elevation, and shall not amend or modify the Agreement in any way. In the event of a conflict between this memorandum of agreement and the Agreement, the Agreement shall govern in all respects.

This memorandum may be executed in any number of counterparts, all of which will be considered together as one instrument.

[Remainder of page left intentionally blank.]

PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of May, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Extraction Oil & Gas, Inc., for and on behalf of such corporation.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of 8 North LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

AXIS EXPLORATION, LLC (AFFILIATE OF PRODUCER):

AXIS EXPLORATION, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Axis Exploration, LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Elevation Midstream, LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

Schedule A - Dedicated Area

Broomfield Dedicated Area

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
4. Township 2N 68W (Sections: All)
5. Township 2N 67W (Sections: All)
6. Township 1N 69W (Sections: All)
7. Township 1N 68W (Sections: All)
8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

Hawkeye Dedicated Area

1. T3S R66W (Sections: All)
2. T3S R65W (Sections: All)
3. T3S R64W (Sections: All)
4. T3S R63W(Sections: All)
5. T4S R66W (Sections: All)
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7. T4S R64W (Sections: All)
8. T4S R63W (Sections: All)
9. T5S R66W (Sections: All)
10. T5S R65W (Sections: All)
11. T5S R64W (Sections: All)

12. T5S R63W (Sections: All)

13. T6S R65W (Sections: All)

14. T6S R64W (Sections: All)

15. T6S R63W (Sections: All)

16. T6S R62W (Sections: All)

17. T2S R66W (Sections: All)

18. T2S R67W (Sections: All)

2018011412 AG 10/12/2018 12:12 PM
Total Pages: 8 Rec Fee: $48.00 Doc Fee: $0.00
Broomfield City & County of

THE STATE OF COLORADO §
§
THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

MEMORANDUM OF AGREEMENT

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[Remainder of page left intentionally blank.]

PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Extraction Oil & Gas, Inc., for and on behalf of such corporation.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of 8 North LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

AXIS EXPLORATION, LLC (AFFILIATE OF PRODUCER):

AXIS EXPLORATION, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Axis Exploration, LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Elevation Midstream, LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

Schedule A - Dedicated Area

Broomfield Dedicated Area

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
4. Township 2N 68W (Sections: All)
5. Township 2N 67W (Sections: All)
6. Township 1N 69W (Sections: All)
7. Township 1N 68W (Sections: All)
8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

Hawkeye Dedicated Area

1. T3S R66W (Sections: All)
2. T3S R65W (Sections: All)
3. T3S R64W (Sections: All)
4. T3S R63W(Sections: All)
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8. T4S R63W (Sections: All)
9. T5S R66W (Sections: All)
10. T5S R65W (Sections: All)
11. T5S R64W (Sections: All)

12. T5S R63W (Sections: All)

13. T6S R65W (Sections: All)

14. T6S R64W (Sections: All)

15. T6S R63W (Sections: All)

16. T6S R62W (Sections: All)

17. T2S R66W (Sections: All)

18. T2S R67W (Sections: All)

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City & County of Denver AGR
Electronically Recorded

THE STATE OF COLORADO §
§
THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

MEMORANDUM OF AGREEMENT

ELEVATION MIDSTREAM, LLC ("Elevation") and EXTRACTION OIL & GAS, INC. ("Producer") are parties to that certain Crude Oil Gathering and Stabilization Agreement (the "Agreement") dated effective July 3, 2018 ("Effective Date"). Capitalized terms used herein, but not defined herein, have the meanings assigned to such terms in the Agreement.

Subject to the terms of the Agreement, Producer and its Affiliates (including 8 North LLC and Axis Exploration, LLC) dedicated and committed, and do hereby dedicate and commit, to Elevation, effective as of the Effective Date, the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from Producer and its Affiliates all Crude Oil produced from the Dedicated Interests and the Other Interests, which are located in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Elbert and Weld Counties, Colorado, and City of Broomfield, Colorado, within the dedicated area described in the attached Schedule A, for a period of fifteen (15) Years following the Substantial Completion Date, and then Year-to-Year thereafter until terminated pursuant to the terms of the Agreement. As used herein, "Dedicated Interests" means (i) Producer's and/or its Affiliates' interests now held in lands, mineral interests, easements, leases, wells and Crude Oil therein and thereunder, located in the dedicated area described in the attached Schedule A, that are not subject to a Current Existing Dedication as of the Effective Date and operated by Producer or its Affiliates and (ii) Producer's and/or its Affiliates' interests hereafter acquired during the term of the Agreement in lands, mineral interests, easements, leases, wells and Crude Oil therein and thereunder in the dedicated area described in the attached Schedule A that are operated by Producer or its Affiliates and not subject to an existing conflicting dedication or commitment as of the date acquired.

Producer and its Affiliates acknowledge and agree that the dedication made under the Agreement and herein, and the grant of servitude therein and herein, assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns.

Elevation and Producer desire to enter into, and record in the applicable county land records, this memorandum in order to place all third parties on notice of the Agreement and the interests of Producer and its Affiliates dedicated to Elevation thereunder and herein.

The terms and conditions referenced in this memorandum are more particularly described in the Agreement, and are incorporated herein by reference. The Parties have agreed that this memorandum is executed for the purpose of giving notice to all persons of Producer's and its

Affiliates dedication and commitment to Elevation, and shall not amend or modify the Agreement in any way. In the event of a conflict between this memorandum of agreement and the Agreement, the Agreement shall govern in all respects.

This memorandum may be executed in any number of counterparts, all of which will be considered together as one instrument.

[Remainder of page left intentionally blank.]

PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Extraction Oil & Gas, Inc., for and on behalf of such corporation.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of 8 North LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

AXIS EXPLORATION, LLC (AFFILIATE OF PRODUCER):

AXIS EXPLORATION, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Axis Exploration, LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Elevation Midstream, LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

Schedule A - Dedicated Area

Broomfield Dedicated Area

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
4. Township 2N 68W (Sections: All)
5. Township 2N 67W (Sections: All)
6. Township 1N 69W (Sections: All)
7. Township 1N 68W (Sections: All)
8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

Hawkeye Dedicated Area

1. T3S R66W (Sections: All)
2. T3S R65W (Sections: All)
3. T3S R64W (Sections: All)
4. T3S R63W(Sections: All)
5. T4S R66W (Sections: All)
6. T4S R65W (Sections: All)
7. T4S R64W (Sections: All)
8. T4S R63W (Sections: All)
9. T5S R66W (Sections: All)
10. T5S R65W (Sections: All)
11. T5S R64W (Sections: All)

12. T5S R63W (Sections: All)

13. T6S R65W (Sections: All)

14. T6S R64W (Sections: All)

15. T6S R63W (Sections: All)

16. T6S R62W (Sections: All)

17. T2S R66W (Sections: All)

18. T2S R67W (Sections: All)

THE STATE OF COLORADO §
§
THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

MEMORANDUM OF AGREEMENT

ELEVATION MIDSTREAM, LLC ("Elevation") and EXTRACTION OIL & GAS, INC. ("Producer") are parties to that certain Crude Oil Gathering and Stabilization Agreement (the "Agreement") dated effective July 3, 2018 ("Effective Date"). Capitalized terms used herein, but not defined herein, have the meanings assigned to such terms in the Agreement.

Subject to the terms of the Agreement, Producer and its Affiliates (including 8 North LLC and Axis Exploration, LLC) dedicated and committed, and do hereby dedicate and commit, to Elevation, effective as of the Effective Date, the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from Producer and its Affiliates all Crude Oil produced from the Dedicated Interests and the Other Interests, which are located in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Elbert and Weld Counties, Colorado, and City of Broomfield, Colorado, within the dedicated area described in the attached Schedule A, for a period of fifteen (15) Years following the Substantial Completion Date, and then Year-to-Year thereafter until terminated pursuant to the terms of the Agreement. As used herein, "Dedicated Interests" means (i) Producer's and/or its Affiliates' interests now held in lands, mineral interests, easements, leases, wells and Crude Oil therein and thereunder, located in the dedicated area described in the attached Schedule A, that are not subject to a Current Existing Dedication as of the Effective Date and operated by Producer or its Affiliates and (ii) Producer's and/or its Affiliates' interests hereafter acquired during the term of the Agreement in lands, mineral interests, easements, leases, wells and Crude Oil therein and thereunder in the dedicated area described in the attached Schedule A that are operated by Producer or its Affiliates and not subject to an existing conflicting dedication or commitment as of the date acquired.

Producer and its Affiliates acknowledge and agree that the dedication made under the Agreement and herein, and the grant of servitude therein and herein, assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns.

Elevation and Producer desire to enter into, and record in the applicable county land records, this memorandum in order to place all third parties on notice of the Agreement and the interests of Producer and its Affiliates dedicated to Elevation thereunder and herein.

The terms and conditions referenced in this memorandum are more particularly described in the Agreement, and are incorporated herein by reference. The Parties have agreed that this memorandum is executed for the purpose of giving notice to all persons of Producer's and its

Affiliates dedication and commitment to Elevation, and shall not amend or modify the Agreement in any way. In the event of a conflict between this memorandum of agreement and the Agreement, the Agreement shall govern in all respects.

This memorandum may be executed in any number of counterparts, all of which will be considered together as one instrument.

[Remainder of page left intentionally blank.]

PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of May, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Extraction Oil & Gas, Inc., for and on behalf of such corporation.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of 8 North LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

AXIS EXPLORATION, LLC (AFFILIATE OF PRODUCER):

AXIS EXPLORATION, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Axis Exploration, LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Elevation Midstream, LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

Schedule A - Dedicated Area

Broomfield Dedicated Area

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
4. Township 2N 68W (Sections: All)
5. Township 2N 67W (Sections: All)
6. Township 1N 69W (Sections: All)
7. Township 1N 68W (Sections: All)
8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

Hawkeye Dedicated Area

1. T3S R66W (Sections: All)
2. T3S R65W (Sections: All)
3. T3S R64W (Sections: All)
4. T3S R63W(Sections: All)
5. T4S R66W (Sections: All)
6. T4S R65W (Sections: All)
7. T4S R64W (Sections: All)
8. T4S R63W (Sections: All)
9. T5S R66W (Sections: All)
10. T5S R65W (Sections: All)
11. T5S R64W (Sections: All)

12. T5S R63W (Sections: All)
13. T6S R65W (Sections: All)
14. T6S R64W (Sections: All)
15. T6S R63W (Sections: All)
16. T6S R62W (Sections: All)
17. T2S R66W (Sections: All)
18. T2S R67W (Sections: All)

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Dallas Schroeder Clerk/Recorder, Elbert County, CO

THE STATE OF COLORADO §
§
THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

MEMORANDUM OF AGREEMENT

ELEVATION MIDSTREAM, LLC ("Elevation") and EXTRACTION OIL & GAS, INC. ("Producer") are parties to that certain Crude Oil Gathering and Stabilization Agreement (the "Agreement") dated effective July 3, 2018 ("Effective Date"). Capitalized terms used herein, but not defined herein, have the meanings assigned to such terms in the Agreement.

Subject to the terms of the Agreement, Producer and its Affiliates (including 8 North LLC and Axis Exploration, LLC) dedicated and committed, and do hereby dedicate and commit, to Elevation, effective as of the Effective Date, the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from Producer and its Affiliates all Crude Oil produced from the Dedicated Interests and the Other Interests, which are located in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Elbert and Weld Counties, Colorado, and City of Broomfield, Colorado, within the dedicated area described in the attached Schedule A, for a period of fifteen (15) Years following the Substantial Completion Date, and then Year-to-Year thereafter until terminated pursuant to the terms of the Agreement. As used herein, "Dedicated Interests" means (i) Producer's and/or its Affiliates' interests now held in lands, mineral interests, easements, leases, wells and Crude Oil therein and thereunder, located in the dedicated area described in the attached Schedule A, that are not subject to a Current Existing Dedication as of the Effective Date and operated by Producer or its Affiliates and (ii) Producer's and/or its Affiliates' interests hereafter acquired during the term of the Agreement in lands, mineral interests, easements, leases, wells and Crude Oil therein and thereunder in the dedicated area described in the attached Schedule A that are operated by Producer or its Affiliates and not subject to an existing conflicting dedication or commitment as of the date acquired.

Producer and its Affiliates acknowledge and agree that the dedication made under the Agreement and herein, and the grant of servitude therein and herein, assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns.

Elevation and Producer desire to enter into, and record in the applicable county land records, this memorandum in order to place all third parties on notice of the Agreement and the interests of Producer and its Affiliates dedicated to Elevation thereunder and herein.

The terms and conditions referenced in this memorandum are more particularly described in the Agreement, and are incorporated herein by reference. The Parties have agreed that this memorandum is executed for the purpose of giving notice to all persons of Producer's and its

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Dallas Schroeder Clerk/Recorder, Elbert County, CO

Affiliates dedication and commitment to Elevation, and shall not amend or modify the Agreement in any way. In the event of a conflict between this memorandum of agreement and the Agreement, the Agreement shall govern in all respects.

This memorandum may be executed in any number of counterparts, all of which will be considered together as one instrument.

[Remainder of page left intentionally blank.]

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Dallas Schroeder Clerk/Recorder, Elbert County, CO

PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of Oct, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Extraction Oil & Gas, Inc., for and on behalf of such corporation.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

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Dallas Schroeder Clerk/Recorder, Elbert County, CO

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of 8 North LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

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Dallas Schroeder Clerk/Recorder, Elbert County, CO

AXIS EXPLORATION, LLC (AFFILIATE OF PRODUCER):

AXIS EXPLORATION, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Axis Exploration, LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

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Dallas Schroeder Clerk/Recorder, Elbert County, CO

ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Elevation Midstream, LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

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10/15/2018 04:34:31 PM Page 7 of 8 R: $48.00 D:
Dallas Schroeder Clerk/Recorder, Elbert County, CO

Schedule A - Dedicated Area

Broomfield Dedicated Area

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
4. Township 2N 68W (Sections: All)
5. Township 2N 67W (Sections: All)
6. Township 1N 69W (Sections: All)
7. Township 1N 68W (Sections: All)
8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

Hawkeye Dedicated Area

1. T3S R66W (Sections: All)
2. T3S R65W (Sections: All)
3. T3S R64W (Sections: All)
4. T3S R63W(Sections: All)
5. T4S R66W (Sections: All)
6. T4S R65W (Sections: All)
7. T4S R64W (Sections: All)
8. T4S R63W (Sections: All)
9. T5S R66W (Sections: All)
10. T5S R65W (Sections: All)
11. T5S R64W (Sections: All)

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Dallas Schroeder Clerk/Recorder, Elbert County, CO

12. T5S R63W (Sections: All)

13. T6S R65W (Sections: All)

14. T6S R64W (Sections: All)

15. T6S R63W (Sections: All)

16. T6S R62W (Sections: All)

17. T2S R66W (Sections: All)

18. T2S R67W (Sections: All)

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Carly Koppes - Clerk and Recorder, Weld County, CO

THE STATE OF COLORADO §
§
THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

MEMORANDUM OF AGREEMENT

ELEVATION MIDSTREAM, LLC ("Elevation") and EXTRACTION OIL & GAS, INC. ("Producer") are parties to that certain Crude Oil Gathering and Stabilization Agreement (the "Agreement") dated effective July 3, 2018 ("Effective Date"). Capitalized terms used herein, but not defined herein, have the meanings assigned to such terms in the Agreement.

Subject to the terms of the Agreement, Producer and its Affiliates (including 8 North LLC and Axis Exploration, LLC) dedicated and committed, and do hereby dedicate and commit, to Elevation, effective as of the Effective Date, the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from Producer and its Affiliates all Crude Oil produced from the Dedicated Interests and the Other Interests, which are located in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Elbert and Weld Counties, Colorado, and City of Broomfield, Colorado, within the dedicated area described in the attached Schedule A, for a period of fifteen (15) Years following the Substantial Completion Date, and then Year-to-Year thereafter until terminated pursuant to the terms of the Agreement. As used herein, "Dedicated Interests" means (i) Producer's and/or its Affiliates' interests now held in lands, mineral interests, easements, leases, wells and Crude Oil therein and thereunder, located in the dedicated area described in the attached Schedule A, that are not subject to a Current Existing Dedication as of the Effective Date and operated by Producer or its Affiliates and (ii) Producer's and/or its Affiliates' interests hereafter acquired during the term of the Agreement in lands, mineral interests, easements, leases, wells and Crude Oil therein and thereunder in the dedicated area described in the attached Schedule A that are operated by Producer or its Affiliates and not subject to an existing conflicting dedication or commitment as of the date acquired.

Producer and its Affiliates acknowledge and agree that the dedication made under the Agreement and herein, and the grant of servitude therein and herein, assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns.

Elevation and Producer desire to enter into, and record in the applicable county land records, this memorandum in order to place all third parties on notice of the Agreement and the interests of Producer and its Affiliates dedicated to Elevation thereunder and herein.

The terms and conditions referenced in this memorandum are more particularly described in the Agreement, and are incorporated herein by reference. The Parties have agreed that this memorandum is executed for the purpose of giving notice to all persons of Producer's and its

Affiliates dedication and commitment to Elevation, and shall not amend or modify the Agreement in any way. In the event of a conflict between this memorandum of agreement and the Agreement, the Agreement shall govern in all respects.

This memorandum may be executed in any number of counterparts, all of which will be considered together as one instrument.

[Remainder of page left intentionally blank.]

PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of May, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Extraction Oil & Gas, Inc., for and on behalf of such corporation.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of 8 North LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

AXIS EXPLORATION, LLC (AFFILIATE OF PRODUCER):

AXIS EXPLORATION, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Axis Exploration, LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Elevation Midstream, LLC, for and on behalf of such limited liability company.

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

_____
Notary Public
My commission expires: 1/18/2022
Commission # 20184003200

Schedule A - Dedicated Area

Broomfield Dedicated Area

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
4. Township 2N 68W (Sections: All)
5. Township 2N 67W (Sections: All)
6. Township 1N 69W (Sections: All)
7. Township 1N 68W (Sections: All)
8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

Hawkeye Dedicated Area

1. T3S R66W (Sections: All)
2. T3S R65W (Sections: All)
3. T3S R64W (Sections: All)
4. T3S R63W(Sections: All)
5. T4S R66W (Sections: All)
6. T4S R65W (Sections: All)
7. T4S R64W (Sections: All)
8. T4S R63W (Sections: All)
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10. T5S R65W (Sections: All)
11. T5S R64W (Sections: All)

12. T5S R63W (Sections: All)

13. T6S R65W (Sections: All)

14. T6S R64W (Sections: All)

15. T6S R63W (Sections: All)

16. T6S R62W (Sections: All)

17. T2S R66W (Sections: All)

18. T2S R67W (Sections: All)

EXHIBIT 9

THE STATE OF COLORADO §
§
THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

MEMORANDUM OF AGREEMENT

ELEVATION MIDSTREAM, LLC ("Elevation") and EXTRACTION OIL & GAS, INC. ("Producer") are parties to that certain Produced Water Gathering Agreement (the "Agreement") dated effective July 3, 2018 ("Effective Date"). Capitalized terms used herein, but not defined herein, have the meanings assigned to such terms in the Agreement.

Subject to the terms of the Agreement, Producer and its Affiliates (including 8 North LLC and Axis Exploration, LLC) dedicated and committed, and do hereby dedicate and commit, to Elevation, effective as of the Effective Date, the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from Producer and its Affiliates all Water produced from the Dedicated Interests and the Other Interests, which are located in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Elbert and Weld Counties, Colorado, and City of Broomfield, Colorado, within the dedicated area described in the attached Schedule A, for a period of fifteen (15) Years following the Substantial Completion Date, and then Year-to-Year thereafter until terminated pursuant to the terms of the Agreement. As used herein, "Dedicated Interests" means (i) Producer's and/or its Affiliates' interests now held in lands, mineral interests, easements, leases, wells and Water therein and thereunder, located in the dedicated area described in the attached Schedule A, that are not subject to a Current Existing Dedication as of the Effective Date and operated by Producer or its Affiliates and (ii) Producer's and/or its Affiliates' interests hereafter acquired during the term of the Agreement in lands, mineral interests, easements, leases, wells and Water therein and thereunder in the dedicated area described in the attached Schedule A that are operated by Producer or its Affiliates and not subject to an existing conflicting dedication or commitment as of the date acquired.

Producer and its Affiliates acknowledge and agree that the dedication made under the Agreement and herein, and the grant of servitude therein and herein, assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns.

Elevation and Producer desire to enter into, and record in the applicable county land records, this memorandum in order to place all third parties on notice of the Agreement and the interests of Producer and its Affiliates dedicated to Elevation thereunder and herein.

The terms and conditions referenced in this memorandum are more particularly described in the Agreement, and are incorporated herein by reference. The Parties have agreed that this memorandum is executed for the purpose of giving notice to all persons of Producer's and its

Affiliates dedication and commitment to Elevation, and shall not amend or modify the Agreement in any way. In the event of a conflict between this memorandum of agreement and the Agreement, the Agreement shall govern in all respects.

This memorandum may be executed in any number of counterparts, all of which will be considered together as one instrument.

[Remainder of page left intentionally blank.]

PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Extraction Oil & Gas, Inc., for and on behalf of such corporation.

_____
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of 8 North LLC, for and on behalf of such limited liability company.

_____
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

AXIS EXPLORATION, LLC (AFFILIATE OF PRODUCER):

AXIS EXPLORATION, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Axis Exploration, LLC, for and on behalf of such limited liability company.

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

_____
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

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Notary Public
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Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

Schedule A - Dedicated Area

Broomfield Dedicated Area

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
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5. Township 2N 67W (Sections: All)
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8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

Hawkeye Dedicated Area

1. T3S R66W (Sections: All)
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15. T6S R63W (Sections: All)

16. T6S R62W (Sections: All)

17. T2S R66W (Sections: All)

18. T2S R67W (Sections: All)

AGREEMENT
10/12/2018 12:58 PM RF: $48.00 DF: $0.00
Arapahoe County Clerk, CO
Page: 1 of 8
Matt Crane, Clerk & Recorder
Electronically Recorded
D8101275

THE STATE OF COLORADO §
§
THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

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Subject to the terms of the Agreement, Producer and its Affiliates (including 8 North LLC and Axis Exploration, LLC) dedicated and committed, and do hereby dedicate and commit, to Elevation, effective as of the Effective Date, the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from Producer and its Affiliates all Water produced from the Dedicated Interests and the Other Interests, which are located in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Elbert and Weld Counties, Colorado, and City of Broomfield, Colorado, within the dedicated area described in the attached Schedule A, for a period of fifteen (15) Years following the Substantial Completion Date, and then Year-to-Year thereafter until terminated pursuant to the terms of the Agreement. As used herein, "Dedicated Interests" means (i) Producer's and/or its Affiliates' interests now held in lands, mineral interests, easements, leases, wells and Water therein and thereunder, located in the dedicated area described in the attached Schedule A, that are not subject to a Current Existing Dedication as of the Effective Date and operated by Producer or its Affiliates and (ii) Producer's and/or its Affiliates' interests hereafter acquired during the term of the Agreement in lands, mineral interests, easements, leases, wells and Water therein and thereunder in the dedicated area described in the attached Schedule A that are operated by Producer or its Affiliates and not subject to an existing conflicting dedication or commitment as of the date acquired.

Producer and its Affiliates acknowledge and agree that the dedication made under the Agreement and herein, and the grant of servitude therein and herein, assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns.

Elevation and Producer desire to enter into, and record in the applicable county land records, this memorandum in order to place all third parties on notice of the Agreement and the interests of Producer and its Affiliates dedicated to Elevation thereunder and herein.

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[Remainder of page left intentionally blank.]

PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Extraction Oil & Gas, Inc., for and on behalf of such corporation.

_____
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of 8 North LLC, for and on behalf of such limited liability company.

_____
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

AXIS EXPLORATION, LLC (AFFILIATE OF PRODUCER):

AXIS EXPLORATION, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Axis Exploration, LLC, for and on behalf of such limited liability company.

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Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

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HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

Schedule A - Dedicated Area

Broomfield Dedicated Area

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
4. Township 2N 68W (Sections: All)
5. Township 2N 67W (Sections: All)
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Hawkeye Dedicated Area

1. T3S R66W (Sections: All)
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12. T5S R63W (Sections: All)

13. T6S R65W (Sections: All)

14. T6S R64W (Sections: All)

15. T6S R63W (Sections: All)

16. T6S R62W (Sections: All)

17. T2S R66W (Sections: All)

18. T2S R67W (Sections: All)

03680905 10/12/2018 01:33 PM
RF: $48.00 DF: $0.00 Page: 1 of 8
Electronically recorded in Boulder County Colorado. Recorded as received.

THE STATE OF COLORADO §
§
THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

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Producer and its Affiliates acknowledge and agree that the dedication made under the Agreement and herein, and the grant of servitude therein and herein, assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns.

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PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

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_____
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

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) ss:
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HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
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MY COMMISSION EXPIRES JAN 25, 2022

AXIS EXPLORATION, LLC (AFFILIATE OF PRODUCER):

AXIS EXPLORATION, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

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HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

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Notary Public
My commission expires: 01/25/22
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ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

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HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
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MY COMMISSION EXPIRES JAN 25, 2022

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18. T2S R67W (Sections: All)

2018011411 AG 10/12/2018 12:12 PM
Total Pages: 8 Rec Fee: $48.00 Doc Fee: $0.00
Broomfield City & County of

THE STATE OF COLORADO §
§
THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

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PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

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Notary Public
My commission expires: 01/25/22
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HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
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8 NORTH LLC (AFFILIATE OF PRODUCER):

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AXIS EXPLORATION, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

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HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

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Notary Public
My commission expires: 01/25/22
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ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

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NOTARY PUBLIC
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NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

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3. T3S R64W (Sections: All)
4. T3S R63W(Sections: All)
5. T4S R66W (Sections: All)
6. T4S R65W (Sections: All)
7. T4S R64W (Sections: All)
8. T4S R63W (Sections: All)
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11. T5S R64W (Sections: All)

12. T5S R63W (Sections: All)

13. T6S R65W (Sections: All)

14. T6S R64W (Sections: All)

15. T6S R63W (Sections: All)

16. T6S R62W (Sections: All)

17. T2S R66W (Sections: All)

18. T2S R67W (Sections: All)

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Page: 1 of 8

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Electronically Recorded

THE STATE OF COLORADO §
§
THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

MEMORANDUM OF AGREEMENT

ELEVATION MIDSTREAM, LLC ("Elevation") and EXTRACTION OIL & GAS, INC. ("Producer") are parties to that certain Produced Water Gathering Agreement (the "Agreement") dated effective July 3, 2018 ("Effective Date"). Capitalized terms used herein, but not defined herein, have the meanings assigned to such terms in the Agreement.

Subject to the terms of the Agreement, Producer and its Affiliates (including 8 North LLC and Axis Exploration, LLC) dedicated and committed, and do hereby dedicate and commit, to Elevation, effective as of the Effective Date, the Dedicated Interests (whether now owned or hereafter acquired) and the exclusive right to receive from Producer and its Affiliates all Water produced from the Dedicated Interests and the Other Interests, which are located in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Elbert and Weld Counties, Colorado, and City of Broomfield, Colorado, within the dedicated area described in the attached Schedule A, for a period of fifteen (15) Years following the Substantial Completion Date, and then Year-to-Year thereafter until terminated pursuant to the terms of the Agreement. As used herein, "Dedicated Interests" means (i) Producer's and/or its Affiliates' interests now held in lands, mineral interests, easements, leases, wells and Water therein and thereunder, located in the dedicated area described in the attached Schedule A, that are not subject to a Current Existing Dedication as of the Effective Date and operated by Producer or its Affiliates and (ii) Producer's and/or its Affiliates' interests hereafter acquired during the term of the Agreement in lands, mineral interests, easements, leases, wells and Water therein and thereunder in the dedicated area described in the attached Schedule A that are operated by Producer or its Affiliates and not subject to an existing conflicting dedication or commitment as of the date acquired.

Producer and its Affiliates acknowledge and agree that the dedication made under the Agreement and herein, and the grant of servitude therein and herein, assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns.

Elevation and Producer desire to enter into, and record in the applicable county land records, this memorandum in order to place all third parties on notice of the Agreement and the interests of Producer and its Affiliates dedicated to Elevation thereunder and herein.

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[Remainder of page left intentionally blank.]

PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of July, 2018, by Russell T. Kelley, Jr., as Chief Financial Officer of Extraction Oil & Gas, Inc., for and on behalf of such corporation.

_____
Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

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Notary Public
My commission expires: 01/25/22
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NOTARY ID 20184004172
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By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

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Notary Public
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ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

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Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

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Schedule A - Dedicated Area

Broomfield Dedicated Area

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
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8. Township 1N 67W (Sections: All)
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10. Township 1S 68W (Sections: All)

Hawkeye Dedicated Area

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3. T3S R64W (Sections: All)
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Producer and its Affiliates acknowledge and agree that the dedication made under the Agreement and herein, and the grant of servitude therein and herein, assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns.

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EXTRACTION OIL & GAS, INC.

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

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Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

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My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

AXIS EXPLORATION, LLC (AFFILIATE OF PRODUCER):

AXIS EXPLORATION, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

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NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

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Notary Public
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Commission # 20184004172

ELEVATION:

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By: _____

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Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

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NOTARY ID 20184004172
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2. Township 3N 68W (Sections: All)
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7. Township 1N 68W (Sections: All)
8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

Hawkeye Dedicated Area

1. T3S R66W (Sections: All)
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3. T3S R64W (Sections: All)
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18. T2S R67W (Sections: All)

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Dallas Schroeder Clerk/Recorder, Elbert County, CO

THE STATE OF COLORADO §
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THE COUNTIES OF ADAMS, ARAPAHOE, BOULDER, BROOMFIELD (COUNTY AND CITY), DENVER, DOUGLAS, ELBERT AND WELD §

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10/15/2018 04:33:48 PM Page 3 of 8 R: $48.00 D:
Dallas Schroeder Clerk/Recorder, Elbert County, CO

PRODUCER:

EXTRACTION OIL & GAS, INC.

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

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Notary Public
My commission expires: 01/25/22
Commission # 20184004172

HALEY ZEPESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184004172
MY COMMISSION EXPIRES JAN 25, 2022

581184 B: 789 P: 984 ALP
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Dallas Schroeder Clerk/Recorder, Elbert County, CO

8 NORTH LLC (AFFILIATE OF PRODUCER):

8 NORTH LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

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Dallas Schroeder Clerk/Recorder, Elbert County, CO

AXIS EXPLORATION, LLC (AFFILIATE OF PRODUCER):

AXIS EXPLORATION, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

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HALEY ZEPESKI
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Dallas Schroeder Clerk/Recorder, Elbert County, CO

ELEVATION:

ELEVATION MIDSTREAM, LLC

By: _____

Name: Russell T. Kelley, Jr.

Title: Chief Financial Officer

STATE OF Colorado)
) ss:
COUNTY OF Denver)

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Dallas Schroeder Clerk/Recorder, Elbert County, CO

Schedule A - Dedicated Area

Broomfield Dedicated Area

1. Township 3N 69W (Sections: All)
2. Township 3N 68W (Sections: All)
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12. T5S R63W (Sections: All)

13. T6S R65W (Sections: All)

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16. T6S R62W (Sections: All)

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Carly Koppes - Clerk and Recorder, Weld County, CO

THE STATE OF COLORADO §
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By: _____

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) ss:
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2. Township 3N 68W (Sections: All)
3. Township 2N 69W (Sections: All)
4. Township 2N 68W (Sections: All)
5. Township 2N 67W (Sections: All)
6. Township 1N 69W (Sections: All)
7. Township 1N 68W (Sections: All)
8. Township 1N 67W (Sections: All)
9. Township 1S 69W(Sections: All)
10. Township 1S 68W (Sections: All)

Hawkeye Dedicated Area

1. T3S R66W (Sections: All)
2. T3S R65W (Sections: All)
3. T3S R64W (Sections: All)
4. T3S R63W(Sections: All)
5. T4S R66W (Sections: All)
6. T4S R65W (Sections: All)
7. T4S R64W (Sections: All)
8. T4S R63W (Sections: All)
9. T5S R66W (Sections: All)
10. T5S R65W (Sections: All)
11. T5S R64W (Sections: All)

12. T5S R63W (Sections: All)

13. T6S R65W (Sections: All)

14. T6S R64W (Sections: All)

15. T6S R63W (Sections: All)

16. T6S R62W (Sections: All)

17. T2S R66W (Sections: All)

18. T2S R67W (Sections: All)

EXHIBIT 10

RATIFICATION AGREEMENT

THIS RATIFICATION AGREEMENT (this "Agreement") is dated as of July 3, 2018 and is entered into by and among 8 North, LLC ("8 North"), Axis Exploration, LLC ("Axis", and together with 8 North, the "Ratifying Parties"), Extraction Oil & Gas, Inc. ("Producer") and Elevation Midstream, LLC ("Elevation"). 8 North, Axis, Producer and Elevation are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Producer and Elevation entered into (i) that certain Gas Gathering and Compression Agreement dated as of the date hereof (the "Gas Gathering Agreement"), (ii) that certain Crude Oil Gathering and Stabilization Agreement (the "Crude Gathering Agreement") dated as of the date hereof, and (iii) that certain Produced Water Gathering Agreement dated as of the date hereof (the "Water Gathering Agreement", and together with the Gas Gathering Agreement and the Crude Gathering Agreement, the "Commercial Agreements"); and

WHEREAS, the Parties desire to enter into this Agreement to clarify certain responsibilities and obligations of the Ratifying Parties with respect to the Commercial Agreements.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree and covenant as follows:

1. Definitions. Capitalized terms used herein without definition shall have the meanings given to such terms in the Commercial Agreements.

2. Dedication.

(a) The Ratifying Parties hereby ratify and confirm the dedication of all of their interests in (i) the Dedicated Interests and other Property Rights and Other Interests and (ii) the dedicated Gas, Crude Oil and Water, as the case may be, under the Commercial Agreements to the extent provided for in the Commercial Agreements (including with respect to any after acquired interests) and agree that such interests will be dedicated to Elevation and to the performance of the Commercial Agreements, subject to the terms in the Commercial Agreements.

(b) The Dedication and the Delivery Obligation, the grant of servitude provided and other Property Rights and Producer's covenants under Section 2.3 of each of the Commercial Agreements, together with all other related commitments in the Commercial Agreements and the matters set forth in GTC Section XV(a), GTC Section XV(b) and GTC Section XV(c) of each of the Commercial Agreements are not merely contract rights but are covenants running with (and touching and concerning) all of the Dedicated Interests (including the underlying Gas, Crude Oil, Water, lands, leases and wells) and, in addition, are binding upon the successors and assigns of Dedicated Interests and/or the undersigned's Gas, Crude Oil and Water, as the case may be. The undersigned acknowledges and agrees that the Dedication and Delivery Obligation made

hereunder and under the Commercial Agreement assigns and conveys to Elevation a servitude in the nature of a real covenant which touches and concerns the Dedicated Interests and are for the benefit of Elevation and its successors and permitted assigns, without which, Elevation would be unwilling to enter into or perform under the Commercial Agreements.

3. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, without reference to conflicts of law principles thereof that might apply the laws of another jurisdiction.

4. Assignment. No Party shall have the right to assign this Agreement without the prior written consent of the other Parties, except for assignments permitted under the Commercial Agreements.

5. Conflict. The Parties have agreed that this Agreement is executed solely for the purpose of the ratification contemplated herein and shall not amend or modify the Commercial Agreements in any way. In the event of a conflict between this this Agreement and the Commercial Agreements, the Commercial Agreements shall govern in all respects.

6. Counterparts. This Agreement may be executed in one or more counterparts, including those delivered by facsimile or other electronic means, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when each of the Parties has received this Agreement duly executed by the other Parties.

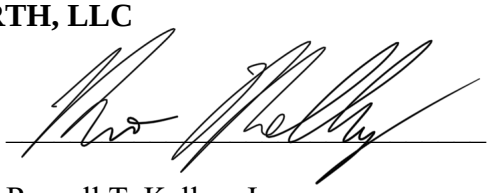
7. Several Liability. Notwithstanding anything else contained in this Agreement, all obligations of the Ratifying Parties and Producer under this Agreement shall be several and not joint.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the date first written above.

8 NORTH:

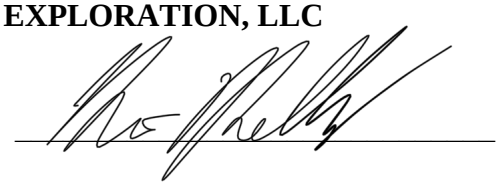
8 NORTH, LLC

By: 

Name: Russell T. Kelley, Jr.
Title: Chief Financial Officer

AXIS:

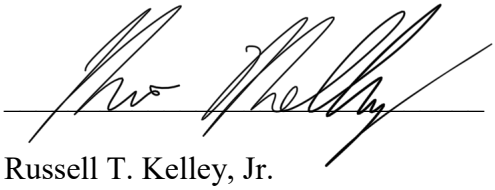
AXIS EXPLORATION, LLC

By: 

Name: Russell T. Kelley, Jr.
Title: Chief Financial Officer

PRODUCER:

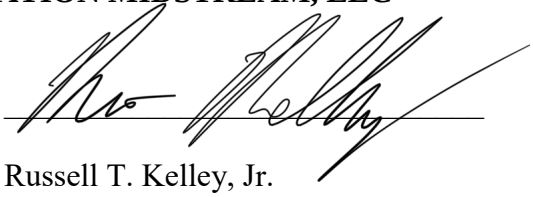
EXTRACTION OIL & GAS, INC.

By: 

Name: Russell T. Kelley, Jr.
Title: Chief Financial Officer

ELEVATION:

ELEVATION MIDSTREAM, LLC

By: 

Name: Russell T. Kelley, Jr.
Title: Chief Financial Officer

EXHIBIT 11

Execution Version

ELEVATION MIDSTREAM, LLC

FIRST AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

Dated as of July 3, 2018

THE UNITS ISSUED UNDER THIS FIRST AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER ANY APPLICABLE STATE SECURITIES LAWS (THE "STATE ACTS"). SUCH UNITS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER THE ACT OR PURSUANT TO AN EXEMPTION FROM THE ACT AND THE APPLICABLE STATE ACTS, AND COMPLIANCE WITH THE OTHER RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN, INCLUDING (WITHOUT LIMITATION) THE PROVISIONS OF ARTICLE IX.

[Table of Contents Redacted]

ELEVATION MIDSTREAM, LLC

FIRST AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

THIS FIRST AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT is entered as of July 3, 2018 (the "Effective Date"), by and among Elevation Midstream, LLC, a Delaware limited liability company (the "Company") and the Members (as defined below).

WHEREAS, the Company was formed as a limited liability company in accordance with the Delaware Act on September 25, 2015;

WHEREAS, XTR Midstream, LLC, a Delaware limited liability company (the "Extraction Investor"), entered into that certain Limited Liability Agreement of the Company, dated as of September 25, 2015 (the "Original LLC Agreement");

WHEREAS, the Company and GSO EM Holdings LP, a Delaware limited partnership (the "Institutional Investor") are parties to that certain Securities Purchase Agreement, dated as of July 3, 2018 (as may be amended, restated or otherwise modified from time to time, the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Institutional Investor has agreed to make capital contributions to the Company with respect to Preferred Units issued to Institutional Investor under the Purchase Agreement, in accordance with the terms and conditions thereof and of this Agreement, including 150,000 Preferred Units issued to Institutional Investor on the Effective Date; and

WHEREAS, as a condition to, and in connection with, Institutional Investor making the foregoing capital contributions to the Company with respect to the Preferred Units issued under the Purchase Agreement and this Agreement, the Company and the Members desire to enter into the mutual covenants and agreements set forth in this Agreement and to amend and restate the Original LLC Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Members, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

Capitalized terms used but not otherwise defined herein shall have the following meanings:

[redacted]

[Pages 2-9 Redacted]

[redacted]

"Control" means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management and policies of a Person whether through the ownership of voting securities, by contract or otherwise. The terms "Controlled" and "Controlling" shall have correlative meanings.

[redacted]

"D-J Basin" means the geological structural basin commonly referred to as the "Denver-Julesburg Basin" or "D-J Basin" located in northeast Colorado, consisting of all lands bounded by the northern border of Colorado to the north, the eastern border of Colorado to the east, Township 6 South to the south and Range 70 West to the west.

[redacted]

[Pages 11-16 Redacted]

[redacted]

[redacted]

"Limited Areas" means the geographical areas delineated as the "Broomfield AMI" and the "Hawkeye AMI" as set forth on Exhibit B.

[redacted]

[Page 18 Redacted]

[redacted]

"Midstream Activities" has the meaning set forth in Section 6.6(a).

[redacted]

[Pages 20-22 Redacted]



"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or Controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, (ii) if a limited liability company,

partnership, association or other business entity (other than a corporation), a majority of limited liability, partnership or other similar ownership interests thereof with voting rights at the time owned or Controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity (other than a corporation) if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or Control, directly or indirectly, the manager, managing member, managing director (or a board comprised of any of the foregoing) or general partner of such limited liability company, partnership, association or other business entity.



[Pages 25-63 Redacted]

6.6 Corporate Opportunities; Conflicts of Interest; Related Matters.

(a) Corporate Opportunities within the Limited Areas. For so long as any Preferred Units are issued and outstanding, the Extraction Investor agrees that all of its and its respective Affiliates' business, activities and investments with respect to oil, gas, and produced water midstream operations (including with respect to providing gathering, compression, gas processing, treating and dehydration services for oil, natural gas and other hydrocarbons and related produced water operations (but excluding, for the avoidance of doubt, gas lift, tank batteries, initial water supply (but not recycling or treatment) to a well or well pad, treating, transportation, storage and disposal services in connection with oil, gas and other hydrocarbon exploration and production operations and those Midstream Activities set forth on Exhibit F)) (collectively, "Midstream Activities") in the Limited Areas shall be conducted through the Company or its Subsidiaries.

(b) Corporate Opportunities within the D-J Basin. For so long as any Preferred Units are issued and outstanding, the Extraction Investor agrees that no member of the Extraction Group shall invest or participate, or seek to invest or participate, in any new Business Opportunity without first presenting such Business Opportunity to the Company and the Investor Representative. If the Extraction Investor presents any such Business Opportunity to the Company and Investor Representative, the Extraction Investor and the Investor Representative shall negotiate in good faith for a period of not less than [redacted] days to agree to a financing arrangement acceptable to both parties (including through the issuance of additional Equity Securities or the incurrence of Indebtedness) that would allow the Company or its Subsidiaries to take for itself, participate in or invest in such Business Opportunity. In the event that the Extraction Investor and the Investor Representative are unable to agree on a financing arrangement for the Company to pursue such Business Opportunity by the end of such [redacted] day period, then the Extraction Investor or another member of the Extraction Group may invest or participate in such Business Opportunity outside of the Company and its Subsidiaries, *provided*, that (y) any third-party financing obtained by such Extraction Group member with respect to such Business Opportunity shall be on terms and conditions (including with respect to pricing) no more favorable to such third parties than those offered by the Investor Representative and Preferred Members with respect to such Business Opportunity and (z) prior to finalizing any agreement with such third parties, the Company shall deliver to the Investor Representative the details regarding such opportunity (the "Final Opportunity"). The Investor Representative, on behalf of the Preferred Members, may elect to pursue up to [redacted] of the Final Opportunity on the same terms and conditions as such other third-party financing sources by providing written notice to the Company within [redacted] Business Days of receipt of the Final Opportunity. If the Investor Representative indicates that the Preferred Members desire to pursue the Final Opportunity, then the Company, Extraction Investor, and the Investor Representative shall document such arrangement. If the Investor Representative indicates that the Preferred Members are not interested in pursuing the Final Opportunity or if the Investor Representative fails to respond to the Company within [redacted] Business Days of receipt of notice regarding such Final Opportunity, then (so long as such Final Opportunity is documented within [redacted] days with such third party on the terms declined by the Investor Representative and set forth in such Final Opportunity), the Company and the Preferred Members irrevocably renounce any co-participation right, expectancy and any other rights (including information rights) with respect to any such Business Opportunity that the Company

or Preferred Members may have with respect to such Business Opportunity. If the Business Opportunity represented by the Final Opportunity is not documented within [redacted] days, if such Business Opportunity represented by the Final Opportunity is not fully consummated within [redacted] days, or the terms of the Final Opportunity change in any material respect in a manner more favorable to the third-party financing sources seeking to be obtained by such Extraction Group member in respect of such Final Opportunity, then the provisions of this Section 6.6(b) shall apply once again to such Business Opportunity. For the avoidance of doubt, neither the Extraction Investor nor any other member of the Extraction Group shall have any obligation to any Person with respect to any opportunity that is not a Business Opportunity and does not involve Midstream Activities within the Limited Areas. Notwithstanding the foregoing, the provisions set forth in this Section 6.6(b) shall not apply to any potential acquisition of assets (including by merger or similar transaction) that are used or held for use in connection with Midstream Activities in the D-J Basin, or of any Equity Securities in any entity that owns assets that are used or held for use in connection with Midstream Activities in the D-J Basin, by any member of the Extraction Group, in each case, to the extent that the Fair Market Value of any assets that are used or held for use in connection with Midstream Activities that would be directly or indirectly conveyed in such transaction does not exceed [redacted] of the Fair Market Value of such transaction overall.

[redacted]

[Pages 66-99 Redacted]

[Signature Pages Redacted]

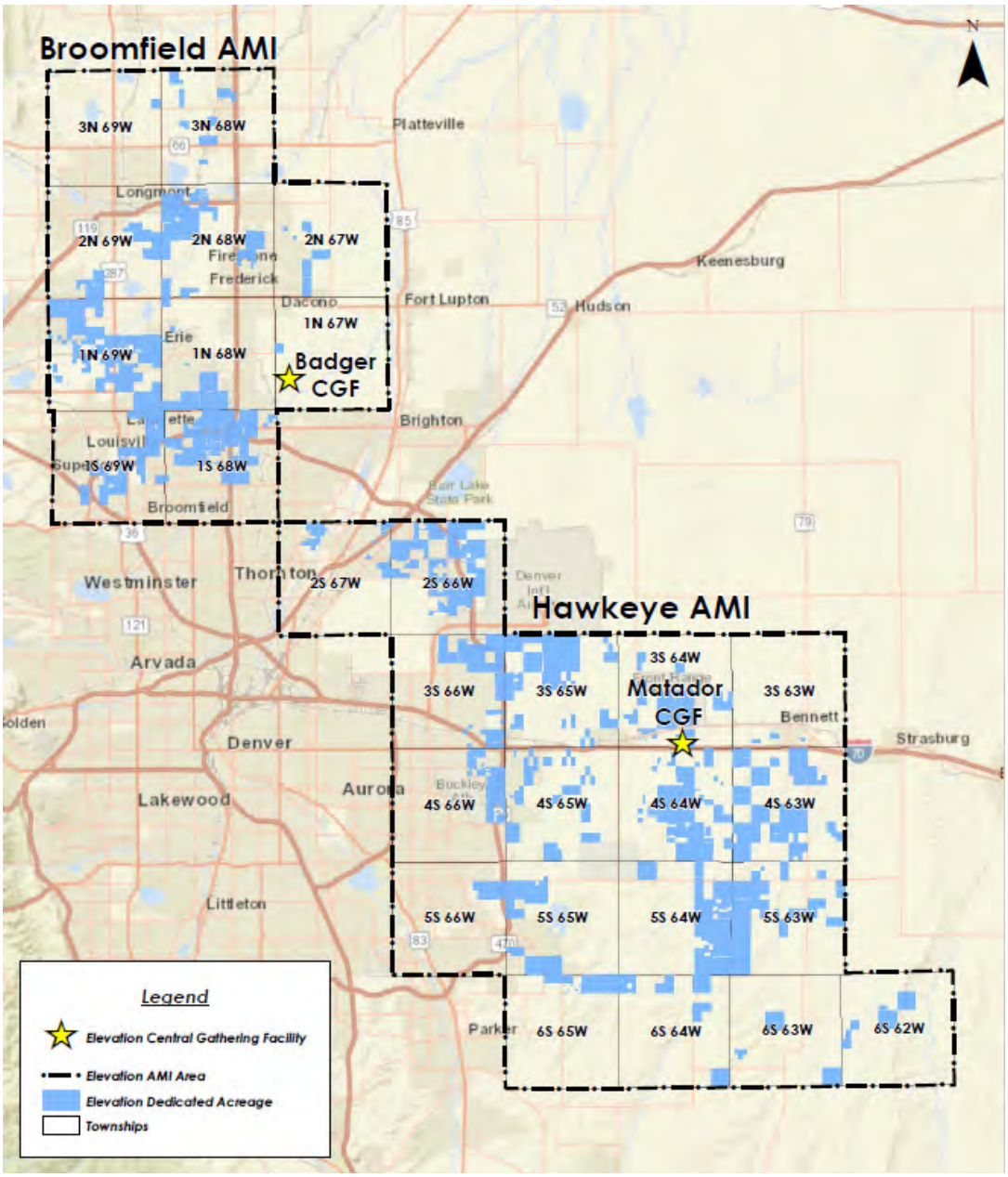
[Schedule of Members Redacted]

[Schedule 5.1(b)(v) Redacted]

[Exhibit A Redacted]

EXHIBIT B

LIMITED AREAS[1]



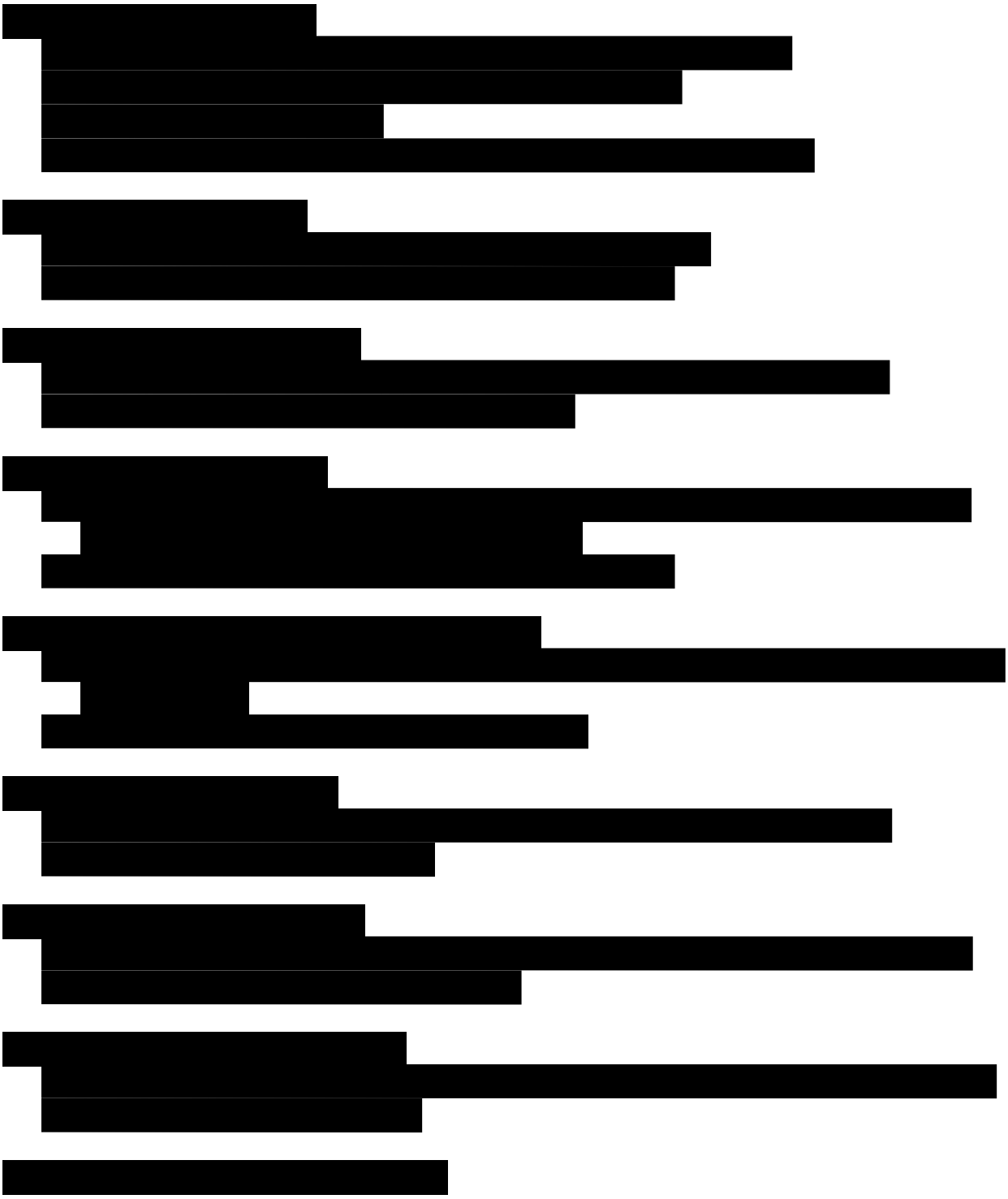
[1] If Extraction Parent drills in any of the following townships and the same is connected to a central gathering system, the Hawkeye AMI to be expanded to include the applicable township: 6S 66W, 3S 67W, 4S 67W, 5S 67W, 6S 67W, 1S 66W, and 1S 65W. If Extraction Parent drills in this area and the same is connected to a central gathering system, the Broomfield AMI to be expanded to include the following township: 1S 67W.

[Exhibits C, D and E Redacted]

EXHIBIT F

EXCLUDED MIDSTREAM ACTIVITIES

The following assets, all of which are owned by Extraction Oil & Gas, Inc. and operated by XTR Midstream, LLC





[redacted]

EXHIBIT 12

2018003898 AS 04/13/2018 09:06 AM
Total Pages: 3 Rec Fee: $23.00 Doc Fee: $0.00
City and County of Broomfield

ASSIGNMENT OF EASEMENT INTERESTS

THIS **ASSIGNMENT OF EASEMENT INTERESTS** (the "Assignment") from **Extraction Oil & Gas, Inc.**, a Delaware corporation, whose address is 370 17th Street, Suite 5300, Denver, Colorado 80202 ("Extraction" or the "Assignor"), to **Elevation Midstream, LLC**, a Colorado limited liability company, with offices at 370 17th Street, Suite 5300, Denver, Colorado 80202 (the "Assignee"), is executed to be effective as of 12:01 a.m., Mountain time on the 23rd day of March, 2018 (the "Effective Date"). Each of the Assignor and Assignee may be referred to in the singular sense as a "Party" or collectively as the "Parties."

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS AND DELIVERS unto Assignee and its successors and assigns forever, with covenants of special warranty, Grantor's right, title and interest in the easement and right-of-way (collectively, the "Easement") described on Exhibit "A," INSOFAR AND ONLY INSOFAR as such Easement pertain to the interest described in the "Easement Interest Being Assigned" column on Exhibit "A" attached hereto and incorporated herein.

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

Special Warranty of Title. ASSIGNOR AGREES TO WARRANT AND FOREVER DEFEND TITLE TO THE EASEMENT UNTO ASSIGNEE AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING, OR TO CLAIM THE SAME, OR ANY PART THEREOF, BY, THROUGH, OR UNDER ASSIGNOR, BUT NOT OTHERWISE.

Further Assurances. On and after the Effective Date, the Parties shall, without further consideration, execute, deliver and if applicable file or record, or cause to be executed, delivered and filed or recorded, all instruments, and take such actions as may be reasonably required of the Parties to accomplish the conveyance and transfer of the Easement, and shall send all required notices with respect to the Easement.

Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

Governing Law. This Assignment shall be construed in accordance with, and governed by, the laws of the State of Colorado without regard to principles of conflicts of law.

Amendment and Termination. This Assignment may only be modified, amended, changed, discharged or terminated by an agreement in writing signed by the Party against whom the enforcement of the modification, amendment, change, discharge or termination is sought.

Severability. If any provision of this Assignment shall be held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Assignment shall not be affected thereby and each other term, covenant, condition, and provision shall be valid and enforceable to the fullest extent permitted by law.

Counterparts. This Assignment may be executed in counterparts, and each counterpart shall be deemed to be an original instrument, but all counterparts shall constitute but one instrument.

[*Remainder of page left intentionally blank. Signature page follows.*]

Unofficial Document

IN WITNESS WHEREOF, this Assignment shall be effective between the Assignor and Assignee as of the Effective Date, but has been executed by the Parties as of the date set forth in the acknowledgments.

ASSIGNOR:

EXTRACTION OIL & GAS, INC.

By: [redacted]
Name: Matt Owens
Its: President

ASSIGNEE:

ELEVATION MIDSTREAM, LLC

By: [redacted]
Name: Kevin L. Williams
Its: President

ACKNOWLEDGMENTS

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing **ASSIGNMENT OF EASEMENT INTERESTS** was acknowledged before me on the 29 day of March, 2018, by Matt Owens, in their capacity as President of Extraction Oil & Gas, Inc..

[redacted]
Notary Public

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

My commission expires: 1/18/2022

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing **ASSIGNMENT OF EASEMENT INTERESTS** was acknowledged before me on the 29 day of March, 2018, by Kevin L. Williams, in his capacity as President of Elevation Midstream, LLC.

[redacted]
Notary Public

ANGELA CHRISTINE NICKEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003200
MY COMMISSION EXPIRES JANUARY 18, 2022

My commission expires: 1/18/2022

Unofficial Copy

Case 20-50839-CSS Doc 21 Filed 09/15/20 Page 421 of 566
2018003898 AS 04/13/2018 09:06 AM
Page 3 of 3

Exhibit A

Attached to and made a part of the assignment of easement from Extraction Oil & Gas, Inc. to Elevation Midstream, LLC, dated the 23rd day of March, 2018

Grantor	Grantee	Effective Date	Section	Township	Range	County	Reception No.	Recording Date	Easement Interest Being Assigned
Haislip Roberta C & Danny W	Extraction Oil & Gas, Inc	8/8/2017	27	1N	68W	Weld	4332700	9/5/2017	All
UF Kevamra 725 LLC	Extraction Oil & Gas, Inc	12/15/2017	34	1N	68W	Broomfield	2017015373	12/18/2017	All
Genesee Properties, Inc	Extraction Oil & Gas, Inc	4/6/2017	26	1N	68W	Broomfield	2017004421 amended at 2017013988	4/11/2017 amended on 11/13/17	All
Goltl Edna K Trust, John F Goltl and	Extraction Oil & Gas, Inc	5/8/2017	26	1N	68W	Broomfield	2017013092 amended at 2017015075	10/23/2017 amended on 12/8/17	All
Varra Companies, Inc	Extraction Oil & Gas, Inc	6/28/2007	25	1N	68W	Weld	4316563 amended at 4348508	7/10/2017 amended on 10/31/17	All
Kirkmeyer C Duane	Extraction Oil & Gas, Inc	5/11/2017	25 30	1N	68W 67W	Weld	4317260 amended at 4373036	7/11/2017 amended on 2/5/2018	All
Sands Partners, LLC	Extraction Oil & Gas, Inc	12/7/2016	10	1S	68W	Adams	2017000074139	8/24/2017	All
Goldstein Myron Et Al	Extraction Oil & Gas, Inc	11/22/2016	10	1S	68W	Adams	2017000074138	8/24/2017	All
McWhinney CCOB Land Investments, LLC	Extraction Oil & Gas, Inc		4 8	1S	68W	Broomfield			All
City and County of Broomfield	Extraction Oil & Gas, Inc		27,34 3,9,8,7 12	1N 1S 1S	68W 68W 69W	Broomfield			All
City and County of Broomfield	Extraction Oil & Gas, Inc		7	1S	68W	Broomfield			All

Not Original Instrument

EXHIBIT 13

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

CONSENT TO ASSIGN DEDICATED INTERESTS

July 18, 2018

GSO EM Holdings LP
c/o GSO Capital Partners LP
345 Park Avenue, 30th Floor
New York, NY 10154
Attention: Michael Zawadzki, Senior Managing Director

RE: *Consent to Assign Certain Dedicated Interests.*

Dear Mr. Zawadzki:

Elevation Midstream, LLC ("***Elevation***") and Extraction Oil & Gas, Inc. ("***Producer***") are parties to the following agreements: (1) that certain Crude Oil Gathering and Stabilization Agreement; (2) that certain Gas Gathering and Compression Agreement; (3) that certain Produced Water Gathering Agreement (together, the "***Agreements***"). All capitalized terms in this Consent to Assign Dedicated Interests that are not otherwise defined herein shall have the respective definitions set forth for such terms in the Agreements.

Axis Exploration, LLC ("***Axis***"), an Affiliate of Producer, intends to enter into an Exchange Agreement with ConocoPhillips Company and Burlington Resources Oil & Gas Company LP (together, "***COP***") whereby Axis will convey to COP certain Dedicated Interests as set forth on Attachment II hereto (the "***Conveyed Interests***") as part of an acreage swap (the "***Acreage Swap Agreement***") in exchange for COP's acreage set forth on Attachment I hereto (the "***Received Interests***"). Pursuant to Section 2.3 of the Agreements, Producer hereby requests the consent of the Investor Representative that (i) at the time of such conveyance to COP, the Conveyed Interests and Dedicated Interests, other Property Rights, Other Interests and Crude Oil, Gas and Water associated with such Conveyed Interests be permanently released from the Agreements, and (ii) that the Received Interests, as of the time of such conveyance to Axis, be subject to the Agreements and included in the Dedicated Interests (together, the "***Dedication Exchange***"). Producer hereby represents and warrants to Elevation and Investor Representative that the Received Interests will not be as of the Closing (as defined below) subject to any other dedication or commitment for the type of services provided for under the Agreement and the Received Interests are or will be operated by Producer or its Affiliates. Your execution of this Consent to Assign will evidence your consent to the Dedication Exchange. To the extent that the Memorandum of Agreements have been filed, the Parties will cooperate to execute and file updated Memorandum of Agreements to reflect the release of the Conveyed Interests and the dedication of the Received Interests.

Producer and the Investor Representative also agree that it is not reasonably expected that there would be a decrease to the future cash flows, including the timing thereof, to Elevation as a result of the Acreage Swap Agreement.

Closing of the Acreage Swap Agreement (the "***Closing***") is subject to change, but is expected to occur on or around July 18, 2018; however, if the Closing does not occur, neither the Conveyed Interests, the Received Interests, nor any portion thereof, will be exchanged between Axis and COP and the Conveyed Interests shall continue to be subject to the Agreements.

Except as specifically set forth herein, this Consent to Assign shall neither be deemed to have altered or otherwise changed any of the terms or provisions of the Agreements, nor shall it be deemed to be a supplement or amendment thereto or partial release thereof, nor is anything in this Consent to Assign intended, nor should anything in this Consent to Assign be construed to grant or create, any right to which Elevation, Producer, or Investor Representative are not contractually entitled.

Producer greatly appreciates your prompt response. If you should have any questions, please contact the undersigned at 720-481-2373.

Sincerely,



Eric J. Christ
Vice President, General Counsel & Corporate Secretary

GSO EM Holdings LP hereby ACCEPTS, CONSENTS TO AND AGREES to the Dedication exchange as of this 19th day of July, 2018.

GSO EM Holdings LP

By: GSO EM Holdings Associates LLC,
its general partner

Signature

Manisa Bleuy

Printed Name

Authorized Signatory.

Title

Attachment I
Received Interests

TRS	Net Acres
3S65W7	632.8
3S65W17	406.95
4S65W5	398.33
4S65W6	418.03
4S65W7	640.04
4S65W33	71.00
4S64W27	280.44
4S64W28	495.39
Total	3342.99

Attachment II
Conveyed Interests

TRS	Net Acres
3S64W30	136.00
3S64W32	52.63
3S65W15	240.00
3S65W25	330.00
3S65W27	200.00
3S65W35	221.00
3S65W19	78.85
3S66W24	160.00
4S64W12	14.66
4S64W2	38.42
4S64W7	35.00
4S65W3	238.83
4S65W4	46.67
4S65W11	240.00
4S65W15	80.00
4S65W16	160.00
4S65W18	277.21
4S65W26	60.00
4S64W4	113.68
4S64W12	40.00
4S64W14	154.13
4S64W20	57.50
4S64W25	81.78
4S65W30	229.86
4S64W36	92.69
Total	3378.91

EXHIBIT 14

Elevation Midstream, LLC
370 17th Street, Suite 5300
Denver, Colorado 80202

CONSENT TO ASSIGN DEDICATED INTERESTS

April 8, 2019

GSO EM Holdings LP
c/o GSO Capital Partners LP
345 Park Avenue, 30th Floor
New York, NY 10154
Attention: Michael Zawadzki, Senior Managing Director

RE: *Consent to Assign Certain Dedicated Interests.*

Dear Mr. Zawadzki:

Elevation Midstream, LLC ("***Elevation***") and Extraction Oil & Gas, Inc. ("***Producer***") are parties to the following agreements: (1) that certain Crude Oil Gathering and Stabilization Agreement; (2) that certain Gas Gathering and Compression Agreement; (3) that certain Produced Water Gathering Agreement (together, the "***Agreements***"). All capitalized terms in this Consent to Assign Dedicated Interests that are not otherwise defined herein shall have the respective definitions set forth for such terms in the Agreements.

Producer intends to enter into an Exchange Agreement with Grizzly Petroleum Company, LLC ("***Grizzly***") whereby Producer will convey to Grizzly certain Dedicated Interests as set forth on Attachment I hereto (the "***Conveyed Interests***") as part of an acreage swap (the "***Acreage Swap Agreement***") in exchange for Grizzly's acreage set forth on Attachment II hereto (the "***Received Interests***"). Pursuant to Section 2.3 of the Agreements, Producer and Elevation hereby request the consent of the Investor Representative that (i) at the time of such conveyance to Grizzly, the Conveyed Interests be automatically released from the Agreements, including that the provisions of Section 2.3 of the Agreements shall not apply to such Conveyed Interests and to any associated Property Rights, Other Interests, Producer's Crude Oil, Gas, or Water and (ii) that the Received Interests, as of the time of such conveyance to Producer, be subject to the Agreements and included in the Dedicated Interests (together, the "***Dedication Exchange***"). Producer hereby represents and warrants that the Received Interests will not be as of the Closing (as defined below) subject to any other dedication or commitment for the type of services provided for under the Agreement and that Elevation is economically no worse off following such Dedication Exchange. Your execution of this Consent Notice will evidence your consent to the Dedication Exchange and any such consent is specifically contingent on the truth and accuracy of Producer's representation and warranty provided immediately above.

Closing of the Acreage Swap Agreement (the "***Closing***") is expected to occur on or around April 9, 2019; however, if the Closing does not occur, neither the Conveyed Interests, the Received Interests, nor any portion thereof, will be exchanged between Producer and Grizzly and

the Conveyed Interests shall continue to be subject to Section 2.3 of the Agreements. Notwithstanding anything to the contrary herein, the consent of the Investor Representative set forth in this Consent to Assign shall only be valid if the Closing occurs prior to May 9, 2019.

Except as specifically set forth herein, this Consent to Assign shall neither be deemed to have altered or otherwise changed any of the terms or provisions of the Agreements, nor shall it be deemed to be a supplement or amendment thereto or partial release thereof, nor is anything in this Consent to Assign intended, nor should anything in this Consent to Assign be construed to grant or create, any right to which Elevation, Producer, or Investor Representative are not contractually entitled.

Elevation greatly appreciates your prompt response. If you should have any questions, please contact the undersigned at 720-481-2370.

Sincerely,

_____

Kevin Williams
President

GSO EM Holdings LP hereby ACCEPTS, CONSENTS TO AND AGREES to the exchange, assignment and conveyance of any interests in the Conveyed Interests arising under the Agreements as of this 8th day of April, 2019.

GSO EM Holdings LP

By: _____
Signature

MARISA J. BEENEY
AUTHORIZED SIGNATORY
Printed Name

Title

Attachment I
Received Interests

TRS	Net Acres
T2S, R66W Sec. 6	107.089
T2S, R67W Sec. 12	214.31
T2S, R67W Sec. 13	52.13

Attachment II
Conveyed Interests

TRS	Net Acres
T2S, R67W Sec. 1	214.63
T1S, R68W Sec. 14	151.008

EXHIBIT 15

RESOLUTION NO. 2017-186

A RESOLUTION AUTHORIZING AND APPROVING AN AMENDED AND RESTATED OIL AND GAS OPERATOR AGREEMENT, A SURFACE USE AGREEMENT AND A SETTLEMENT AGREEMENT WITH EXTRACTION OIL & GAS, INC.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY AND COUNTY OF BROOMFIELD, COLORADO:

Section 1. The Amended and Restated Oil and Gas Operator Agreement, the Surface Use Agreement, and the Settlement Agreement (the "Extraction Agreements"), all between The City and County of Broomfield and Extraction Oil and Gas, Inc., attached hereto, are hereby approved.

Section 2. The Mayor or Mayor pro tem is hereby authorized to sign and the City and County Clerk is authorized to attest the Amended and Restated Oil and Gas Operator Agreement, the Surface Use Agreement, and the Settlement Agreement, in form approved by the City and County Attorney.

Section 3. The City and County Manager is authorized to execute the agreements or approvals described within the Extraction Agreements as necessary to complete the formal transfer of certain property rights described within the form agreements set forth as exhibits or annexes to the Extraction Agreements, provided that said agreements or approvals are consistent with the terms of the Extraction Agreements and are approved as to form by the City and County Attorney.

Section 4. This resolution is effective upon its approval by the City Council.

APPROVED on October 24, 2017.

THE CITY AND COUNTY OF BROOMFIELD, COLORADO

Mayor

ATTEST:

City and County Clerk

APPROVED AS TO FORM:

City and County Attorney Deputy

AMENDED AND RESTATED OIL AND GAS OPERATOR AGREEMENT

THIS AMENDED AND RESTATED OIL AND GAS OPERATOR AGREEMENT (the "Agreement") is made and entered into this 24th day of October, 2017, by and through Extraction Oil & Gas, Inc., 370 17th Street, Suite 5300, Denver, CO 80202 (the "Operator"), and the City and County of Broomfield, Colorado ("City") with an address of One DesCombes Drive, Broomfield, Colorado 80020, which may be collectively referred to herein as the "Parties", or individually as a "Party".

WHEREAS, Operator engages in the exploration, development, production and marketing of natural gas, oil and natural gas liquids, including in Broomfield, Colorado;

WHEREAS, Operator represents and warrants that, as of January 1, 2015, it is the successor-in-interest to Sovereign Operating Company, LLC ("Sovereign") with respect to those oil and gas operations subject to the Oil and Gas Operator Agreement, dated August 27, 2013, recorded at Reception No. 2013015088 (the "Operator Agreement");

WHEREAS, a Supplement to the Oil and Gas Operator Agreement was executed by the Parties on June 14, 2016, effective August 27, 2013, and recorded at Reception No. 2016007563. The Oil and Gas Operator Agreement and the Supplement to the Oil and Gas Operator Agreement is referred to herein as the "Operator Agreement, as Supplemented";

WHEREAS, the Parties agree that Operator's rights and duties set out in the Operator Agreement, as Supplemented have been and remain vested as determined by the Court in *Sovereign Operating Co. LLC v. City and County of Broomfield*, Case No. 2014CV30092 and that the Operator Agreement, as Supplemented remains in full force and effect;

WHEREAS, Operator is also the successor-in-interest to the Surface Use Agreement (the "SUA") between the City and Noble Energy, Inc., approved by the City on November 13, 2012, and recorded at Reception No. 2012014944 and is the successor-in-interest to a Use by Special Review Permit that was approved by the City on July 12, 2011 and recorded at Reception No. 2011006781;

WHEREAS, the Parties agree that the Parties each have rights and duties set forth in the SUA, which are also fully vested and may not altered or diminished without express agreement between the Parties;

WHEREAS, the City and Operator value a balanced approach to oil and gas development that is protective of public health, safety, and welfare, including the environment and wildlife

resources. To that end, in order to achieve those goals in a cooperative manner, the City and the Operator enter into this Agreement pursuant to Chapter 1-54 of the Broomfield Municipal Code ("BMC") allowing for this Agreement to adopt the best management practices set forth in Exhibit B (hereinafter referred to as "BMPs") for Operator's oil and gas operations at the Well Sites set forth on Exhibit A;

WHEREAS, Operator agrees to limit any New Wells to the Well Sites as set forth in Exhibit A;

WHEREAS, in accordance with state law and this Agreement, Operator commits to plug and abandon certain older wells in Broomfield that are described in Exhibit C;

WHEREAS, the Colorado Oil and Gas Conservation Act, C.R.S. § 34-60-101 *et. seq.* (the "Act"), authorizes the Colorado Oil and Gas Conservation Commission (the "COGCC" or the "Commission") to adopt statewide rules and regulations and amend existing rules and regulations or promulgate new rules and regulations;

WHEREAS, the Colorado Air Pollution Prevention and Control Act APPCA, C.R.S. § 25-7-128, authorizes the Colorado Department of Public Health and the Environment (the "CDPHE") to adopt emission control regulations for significant sources of air pollutants. CDPHE has promulgated specific emission control requirements for oil and gas facilities and it is anticipated that CDPHE will propose and adopt revisions to these requirements over time; and

WHEREAS, the APPCA, C.R.S. § 25-7-128, authorizes local governments to enact local air pollution resolutions or ordinances which may be the same as, or more restrictive than, state emission control regulations.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Agreement, including in the recitals, the Parties agree as follows:

1. Effective Date/Term. This Agreement will be effective upon City Council's approval by resolution and signature by both Parties (the "Effective Date"), and will continue in effect as long as the Operator has operations or owns or controls wells at the Well Sites or unless otherwise terminated by law (the "Term").

2. Prior Agreements. The Parties agree that Extraction's contract rights, as set forth in the Operator Agreement, as Supplemented, are vested as determined by Court Order, *Sovereign Operating Co. LLC v. City and County of Broomfield,* Case No. 2014CV30092. The Parties also agree that the SUA protects the City's property interests related to a proposed reservoir, as set

forth in the SUA. Without extinguishing the Parties' rights and obligations as set forth in the SUA and the Operator Agreement, as Supplemented, the Parties are amending and restating the rights and obligations of those two agreements in their entirety as set forth in this Agreement.

3. The City's Property Rights under the SUA. The Parties agree that the City owns property described in Exhibit 1 of the SUA, upon which the City proposes to construct a reservoir (the "Property"). Pursuant to paragraph 1 of the SUA, the Operator's surface use of the Property for any oil and gas operations is limited to the two locations set forth in the SUA. The Parties agree that those two locations will be replaced by the Livingston Pad set forth on Exhibit A. Any further change to the size or location of the Operator's surface use of the Property shall require the mutual consent of the Parties. Pursuant to paragraph 2 of the SUA, the Operator acknowledges and agrees that it has relinquished all drill site surface locations within the Property, except for the Livingston Pad. The Operator also agrees that it is bound by the Agreement Concerning Certain Mineral Rights, dated November 13, 2012, between Anadarko Land Corp. and the City.

4. New Wells and Well Sites. The Parties agree that the New Wells and the Well Sites will be subject to the terms of this Agreement. "New Well" shall mean any Operator-operated well spudded during the Term of this Agreement within the City, including any production facilities directly associated with such well, insofar as the production facilities and surface of the well are located on a surface location within the City limits, as constituted as of the date of this Agreement. For purposes of this Agreement, a New Well shall not include the re-entry of a previously drilled well. The Parties agree that Operator's future development of New Wells in the City will be limited to the six pad sites identified and depicted on Exhibit A (the "Well Sites"), and no New Wells will be drilled from the surface of any other area within the City. The Operator is responsible for obtaining surface use rights to all Well Sites. As long as Operator is in compliance with this Agreement, Operator may perform all surface and downhole well maintenance and operations on the New Wells and Wells Sites that the Operator deems prudent and necessary.

5. Limitation on Number Wells. The Operator agrees that it will drill no more than 84 New Wells on the Well Sites, up to a number of New Wells on each Well Site as follows: 19 New Wells on the Livingston Pad; 8 New Wells on the Northwest A Pad, 8 New Wells on the Northwest B Pad, 16 New Wells on the United Pad, 16 New Wells on the Interchange A Pad and 17 New Wells on the Interchange B Pad.

6. The Operator's Best Management Practices at the Well Sites. The Operator shall comply with all applicable state and federal laws and regulations. The Operator agrees to employ the BMPs on all New Wells and at all Wells Sites. The Operator agrees to include the BMPs on all

Applications for Permit-to-Drill, Form 2 ("Form 2"), and all Oil and Gas Location Assessments, Form 2A ("Form 2A"), submitted to the COGCC for any New Wells or Well Sites. The Parties agree that these BMPs, along with the requirements of this Agreement, meet the requirements of BMC section 17-54-200(A)(3) and that Operator has complied with the meeting and notice requirements of BMC section 17-54-200(B)(1) and (2).

7. Facilities. For any Facility owned by the Operator and existing prior to the Effective Date and located within the City limits, the Parties hereby agree that the Operator may perform maintenance or facility update operations on said Facility and perform such operations the Operator deems prudent and necessary. "Facility" for purposes of this Agreement shall include wells, flowlines, storage, metering, and all equipment necessary and appurtenant to such wells and pipeline. Operator agrees to conduct such operations as a prudent operator in accordance with the rules and regulations of the COGCC.

8. Plugging and Abandonment of Wells. In accordance with state law and this Agreement, Operator shall plug and abandon all of the wells shown on Exhibit C ("P&A Wells"). The Operator shall properly drain and decommission in accordance with City and COGCC rules and regulations all flowlines and pipelines associated with each P&A Well, unless the applicable surface owner or surface use agreement requires measures to be taken that differ from COGCC rules and regulations, and shall remove all facilities related to the P&A Wells. The plugging and abandoning of a particular P&A Well shall commence within sixty (60) days following the commencement of production from a New Well located in each of the drilling and spacing units encompassing the leasehold originally drilled by such P&A Well. The Operator shall conduct soil and, if encountered, groundwater testing after plugging and abandoning the P&A Well and submit the results to the City. The Operator shall remediate any contamination pursuant to COGCC regulations indicated by said soil and groundwater tests. Except as required by the BMPs, no further testing will be required unless remediation is required. Operator agrees that any well that Operator plugs and abandons, either before or after the Effective Date, may not be re-entered by Operator.

9. Comprehensive Drilling Plans and Applications. By no later than 30 days before the submission of a COGCC Form 2 and/or Form 2A for any New Well or Well Site, the Operator shall submit a Comprehensive Drilling Plan and Application for such New Wells or Well Sites for review and approval by the City. The Comprehensive Drilling Plan shall include the following, unless previously provided by the Operator to the City:

(A) A detailed site plan for all Well Sites that includes all documents required to be submitted with COGCC Form 2A, a depiction of all visible improvements within 500 feet of the proposed location, to include buildings, residences, public roads

and trails, major aboveground utilities, railroads, pipelines, mines, oil/gas/injection/water/plugged wells, water bodies, etc. as required by COGCC Rules, and the site plan requirements of the Broomfield Municipal Code, as amended;

(B) A site plan for site preparation, mobilization and demobilization;

(C) Project schedules for all phases, including site construction, pipeline construction, drilling, completions (broken down into activity-based components), commissioning, operations, reclamation and abandonment;

(D) A plan for interim reclamation and revegetation and final reclamation for all Well Sites;

(E) Noise Impact Mitigation Plan,

(F) Lighting Plan;

(G) A Traffic Management Plan;

(H) A list of permits requested, including any exceptions or variances that Operator is aware of needing at the time;

(I) Air Quality Impact Mitigation Plan;

(J) Emergency Response Preparedness Plan;

(K) Facility baseline surveys for air quality, noise and traffic;

(L) Facility emissions inventories and air quality impact studies for drilling, completions and operations phases, based upon proposed equipment use;

(M) Facility noise modeling of equipment proposed for the site for drilling, completions and operations phases;

(N) Hazardous Materials Management Plan;

(O) Waste Management Plan;

(P) Water Quality Plan;

(Q) Stormwater Management/Erosion Control Plan;

(R) Risk Management Plan;

(S) Grading, Drainage, Dust Mitigation, & Erosion Control Plan;

(T) Wetlands Protection Plan;

(U) Electrification Plan;

(V) Visual Mitigation Plan; and

(W) A summary of the outcome of the alternative site analysis.

All plans shall comply with the requirements set forth in Exhibit B. The Parties agree that Operator has had substantial engagement with the City with respect to its development plans. The Parties agree that, by submitting a Comprehensive Drilling Plan or Plans addressing all Well Sites, the Operator has complied with the City's administrative process and such Plans are subject to the City's administrative approval, which shall not be unreasonably withheld or delayed. At the time the Operator files any Form 2 or Form 2A for a New Well or Well Site, the

Operator will provide the City a copy of such filings and shall provide the City with notification of any decision with respect to any Form 2 or Form 2A for a New Well or a Well Site and Operator's best estimate as to when the Construction Phase for such New Well or Well Site will begin.

10. Development Schedule. The Operator has provided a summary of planned operations and operational timeline to the City. The Operator agrees that the first Well Site where drilling shall be conducted shall be at either the Interchange A Pad or the Interchange B Pad (the "Initial Well Site") and that at least eight (8) New Wells (the "Initial Wells") shall be drilled at such Well Site before drilling can commence at any other Well Site. The Operator also agrees that it will finish the Completion Phase for the Initial Wells before commencing the Completion Phase at any other Well Site. The Operator and City agree that Operator shall not be permitted to commence drilling at a Well Site later than December 31, 2022.

11. Approved Water Storage Site. "Approved Water Storage Site" means the Weber H Unit 1 Well Pad, which was approved by the City on February 12, 2013 for a use by special review permit by Resolution No. 2013-22. Operator is permitted to use the Approved Water Storage Site for fresh water storage. Fresh water will be transported via pipeline from the Approved Water Storage Site to each of the Well Sites for use during hydraulic fracturing and completions operations. The City will grant underground and surface pipeline right-of-way or licenses as necessary for the transportation of water to and from the Approved Water Storage Site. At the completion of Operator's plan of development, Operator will remove the water tanks and plug and reclaim the existing well at the Approved Water Storage Site in accordance with state law and regulations and the Broomfield Municipal Code.

12. City Administrative Approvals. The Operator shall not be required to obtain from the City Council any use by special review approvals or any other approvals for any New Wells subject to the terms and conditions of this Agreement, as long as the Operator complies with the terms and conditions contained herein. The City shall issue administrative approvals, by the City Manager or his designee, for the operations allowed for by this Agreement, in accordance with the procedures set forth in this Agreement and Chapter 17-54 of the Broomfield Municipal Code, if such operations comply with the requirements of this Agreement, including the BMPs set forth on Exhibit B. So long as the Operator complies with the terms and conditions of this Agreement, (i) the City agrees that it shall not protest, request a hearing, oppose or object in any forum to any permits, applications or similarly related approvals related to the Operator's oil and gas operations subject to this Agreement, (ii) the City shall provide written approvals and grant any waivers or variances that are reasonably requested by Operator related to the oil and gas operations subject to this Agreement, and (iii) Operator shall not be required to submit any minor variances or amendments to the proposed plan of operations so long as the Operator provides

notice to the City and such minor variances or amendments comply with the requirements of this Agreement, the Broomfield Municipal Code and COGCC rules and regulations.

13. Pipelines and Flowlines. The Operator agrees to utilize pipelines in accordance with Exhibit B (including Section 3 thereof), to be built in compliance with and using the specifications set forth on Exhibit D, at the locations set forth on Exhibit E as the "Pipeline Route". Operator shall provide the City with an as-built facilities map, as required by Section 19(B) of Exhibit B, which map shall automatically be incorporated into this Agreement and the Easement Grants, which form of agreement is attached as Exhibit F. Notwithstanding the foregoing, if after reasonable efforts the Operator and the City have not secured all right-of-way, crossings, common use agreements, easements or other similar rights (the "ROW") to utilize the Pipeline Route by February 15, 2018, the City shall provide or procure by March 1, 2018 the ROW necessary to connect "Point A" and "Point B" as depicted on Exhibit E, as well as all of the Well Sites, including by use of some or all of the "Acceptable Alternative Routes" set forth on Exhibit E. The Parties shall execute the necessary Easement Grants consistent with the form attached as Exhibit F in order to accomplish the foregoing.

Locations of flowline and pipeline easements may be changed by mutual written agreement of the City and Operator with each Party's consent not to be unreasonably withheld. The initial cost of installing pipelines and flowlines and of maintaining such easements shall be borne by the Operator. All costs and expenses of relocating pipelines and flowlines shall be borne by the Operator, unless such relocation is requested by the City, in which case the cost of the relocation of the pipeline or flowline shall be paid by the City. In the event that the City requests the relocation of a pipeline or flowline, the Operator shall provide the City with a written estimate of the relocation costs which the City shall thereafter remit within forty-five (45) calendar days from the date it receives the relocation cost estimate from the Operator. The payment shall be adjusted up or down, based on actual costs, upon completion of the work and after an itemized statement is provided to the City. In the event that Operator relocates an access road, pipeline or flowline causing damage to improvements owned by the City, the Operator shall promptly reimburse the City for such damage upon receipt of an itemized statement that documents the cost to repair the damage; provided that, such reimbursement shall be received by the City no later than forty-five (45) calendar days from the date of the itemized statement. If the City requests a relocation of a pipeline, the City will provide an alternative route to Operator and will grant the Operator the necessary time to construct and tie in to the new pipeline.

14. Surface Use. The Parties agree that the Surface Use Agreement, attached as Exhibit H, governs the Operator's use of the City's property, including access roads. Except as provided herein, these agreements replace any prior agreements with the City regarding surface use. The Parties shall execute the necessary Easement Grants consistent with the form attached as Exhibit

F. Operator shall comply with the applicable provisions of the Broomfield Standards and Specifications, as adopted by BMC section 14-04-010, with respect to those Broomfield Standards and Specifications that address public/private improvement permits and grading permits, as the same may be amended from time to time

15. Future Regulations. The City reserves the right in the future to enact and apply prospectively regulations that are general in nature and that are applicable to all commercial and industrial operations in the City, even though such regulations may be more or less stringent than the standards applicable to the Well Sites by virtue of this Agreement; provided that such regulations are not preempted by state law. Nothing in this Agreement affects the City's ability to in the future impose a transportation impact fee on the Operator, to the extent that such fees are applicable to all commercial transportation originating or terminating in the City.

16. Force Majeure. Neither Party will be liable for any delay or failure in performing under this Agreement in the event, and to the extent, that the delay or failure arises out of causes beyond a Party's control, including, without limitation, war, civil commotion, act of God, moratorium, ban, governmental act, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal), or inability to obtain permits, licenses, consents, easements, or rights of way, despite a Party's commercially reasonable efforts to fulfill its obligations under this Agreement. For purposes of this paragraph, the requirement that a Party exercise commercially reasonable efforts to fulfill its obligations includes using commercially reasonable efforts to anticipate any potential Force Majeure and commercially reasonable efforts to address the effects of any Force Majeure as it is occurring and following the potential Force Majeure, such that delay and any adverse effects of the delay are minimized to the greatest extent possible. For purposes of this Agreement, a "Force Majeure" does not include the financial inability, for any reason, to perform an obligation. A Party who asserts a claim of Force Majeure shall take all commercially reasonable measures to minimize the effects of such Force Majeure occurrence upon the Party's obligations under this Agreement. If any event occurs or has occurred that may cause a delay or failure in performance of an obligation under this Agreement for which a Party intends to assert a claim of Force Majeure, such Party shall give timely and reasonably detailed written notice and explanation to the other party of the Force Majeure event. It is agreed that, upon the affected Party's giving such notice to the other Party, the obligation of the Party giving such notice, so far as it is affected by such condition or event, shall be suspended and any time periods shall be extended for a period equal to the period of the continuance of the event or condition.

17. Authority to Execute Agreement. Each Party represents that the undersigned individuals have the full right and authority to enter into this Agreement and bind the Parties to the terms and

conditions contained herein. This Agreement may be amended only by an instrument executed by both Parties.

18. Assignment. Pursuant to Broomfield Municipal Code section 17-54-230, this Agreement may be assigned to another operator only with the prior written consent of the City Manager and upon a showing to the City that the Assignee can and will comply with all conditions and applicable provisions of the Agreement and all governing laws and regulations. Any assignment shall be on a form provided by the City and shall not be unreasonably withheld.

19. Successors and Assigns. The terms and conditions of this Agreement shall bind and extend to the City and the Operator, and the Operator's successors and assigns, and the Operator shall require any successor and assign, by written agreement, to adhere to all terms and conditions of this Agreement, and to expressly assume the defense and indemnity obligations to the City as set forth herein in a document acceptable in form to the City. Such assignment shall not relieve the assignee of any obligations that accrue during the period of operation of the assignee or otherwise arising out of the actions or inactions of the assignee during its period of operation. The Operator expressly agrees that this paragraph shall be a condition of the COGCC permit, and that failure to comply with this paragraph shall entitle the COGCC to revoke the permits for which ownership was assigned and shall entitle the City to revoke any approvals.

20. No Third Party Beneficiaries. Except for the rights of enforcement by the COGCC with respect to the BMPs, this Agreement is not intended to, and does not create, any right, benefit, responsibility or obligation that may be enforced by any non-party. Additionally, nothing in the Agreement shall entitle any third party to any claims, rights or remedies of any kind.

21. Notices. All notices and other correspondence related to this Agreement shall be in writing and shall be delivered by: (i) certified mail with return receipt, or (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.) to the designated representative of the Party as indicated below. A Party may change its designated representative for notice purposes at any time by written notice to the other Party. The initial representatives of the Parties are as follows:

City: **City & County of Broomfield**
One DesCombes Drive
Broomfield, CO 80020
Attn: City & County Manager
Telephone: 303-438-6300

Operator: **Extraction Oil & Gas, Inc.**
370 17th Street, Suite 5300
Denver, CO 80202
Attn: Legal Department
Telephone: 720-557-8300

22. Default and Remedies. If either Party notifies the other Party that it is in breach of the terms of this Agreement, including the attached Exhibits, such Party in alleged breach shall have a period of thirty (30) days from the date of such notice in which to remedy the alleged breach. If the alleged breach is of a nature that cannot be remedied within that 30-day period, such Party in alleged breach shall have commenced to remedy the breach and work diligently to complete the remedy. If (i) the Party in alleged breach fails to acknowledge that a breach has occurred or is occurring, (ii) following the process set forth in the previous two sentences the Party alleging breach believes that the other Party continues to be in breach of this Agreement, including the attached Exhibits, or (iii) any other kind of dispute arises under any provision of this Agreement that cannot be resolved by good faith negotiation between the Parties, the Party claiming that a breach of this Agreement has occurred or seeking resolution of any other dispute under this Agreement shall send written notice to the other Party, specifying its position in the matter and invoking the dispute resolution process in this section. Within fifteen (15) days of the date of delivery of such notice, the Parties shall meet to resolve the matter described in the notice. If either Party believes that mediation would be advantageous in connection with such meeting, or if a resolution of the matter cannot be achieved at the meeting, both parties agree to make a reasonable effort to work through and with a mutually acceptable mediator to attempt to resolve the dispute. Notwithstanding the foregoing, if either Party believes that the dispute will not otherwise be resolved in a sufficiently prompt and effective manner or if either Party determines that action is necessary for the protection of health, safety, welfare or the environment, such Party may, at its discretion, take such legal action and seek such legal or equitable remedies as it determines to be appropriate or necessary to protect and enforce its rights under this Agreement. Such remedies may include, without limitation, an injunction to stop an alleged violation or an order requiring the performance by the other Party, or other remedies permitted under law or this Agreement. The City does not waive its right to seek enforcement under the Broomfield Municipal Code for a breach that Operator has remedied under this provision.

23. Defense and Indemnity. Operator agrees to defend and indemnify the City, its employees, boards, agents and City Council (collectively "City Entities") from and against all claims and liability against the City Entities arising out of or related to the operations of the Operator at the Well Sites and any action or inaction of the Operator at or in connection with the Well Sites, including but not limited to claims for bodily injury, death, property or other damage, remediation or other costs, or claims under any local, state or federal environmental law. As

used in this paragraph, the term "claim" means any claim filed in any judicial or administrative forum and any administrative proceeding or order. This defense and indemnity does not apply to a claim or liability that arises from the negligence or willful misconduct of the City Entities. The obligations of this paragraph shall survive the termination of this Agreement.

24. Integration Clause. This Agreement, along with all exhibits attached, the Settlement Agreement dated the date hereof between the City and Operator and the New SUA, hereto encompass the entire agreement of the Parties and, except as otherwise provided herein, supersedes all previous understandings and agreements between the Parties, whether oral or written, including the Operator Agreement, as Supplemented and the SUA.

25. Conflicts. In the event that conflicts exist within the terms and conditions of this Agreement and the attached Exhibits and/or referenced prior agreements, this Agreement shall control.

26. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado without reference to its conflicts of laws provisions.

27. Enforcement. The Parties understand and agree that the City may enforce violations of this Agreement under Chapter 17-54, as amended, of the Broomfield Municipal Code.

28. Insurance. The Operator agrees to provide insurance under the conditions, and in the amounts, set forth on Exhibit G.

29. Severability.

a. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with such laws; however, the remainder of this Agreement shall be in full force and effect.

b. In the event that any part of this Agreement would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this Agreement shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws.

c. If any section, paragraph, provision, or portion thereof of this Agreement is held by any Court to be void and/or unenforceable for any reason, such section, paragraph, provision, or portion thereof shall be excised from the Agreement and shall be replaced with terms and

provisions that are most consistent with, and which reflect, the Parties' intention. All remaining sections, paragraphs, provisions, or portions thereof shall remain in full force and effect.

30. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

31. Amendments. No changes, alterations or modifications to any of the provisions set forth in this Agreement shall be effective unless contained in a written agreement signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by a duly authorized representative on the day and year first written above.

THE CITY:

THE CITY AND COUNTY OF BROOMFIELD, COLORADO
A Colorado Municipal Corporation and County

Mayor

ATTEST:

City & County Clerk

APPROVED AS TO FORM:

City & County Attorney Deputy

THE OPERATOR:

EXTRACTION OIL & GAS, INC.

Eric J. Christ, Vice President, General Counsel & Corporate Secretary

STATE OF COLORADO)
) ss
COUNTY OF Broomfield)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 25th day of October, 2017, by _____.

[SEAL]

LINDA J. VILLAREAL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134063200
My Commission Expires Oct. 7, 2021

Notary Public

My Commission Expires: October 7, 2021

List of Exhibits

Exhibit A - Maps of the Well Sites

Exhibit B – List of BMPs

Exhibit C – List of P&A Wells

Exhibit D - Pipeline Requirements

Exhibit E - Pipeline Route (Map)

Exhibit F - Form of Easement Grant

Exhibit G - Insurance Requirements

Exhibit H - Surface Use Agreement

Exhibit I - Potential Locations for Berms, Bales or Sound Walls

EXHIBIT A

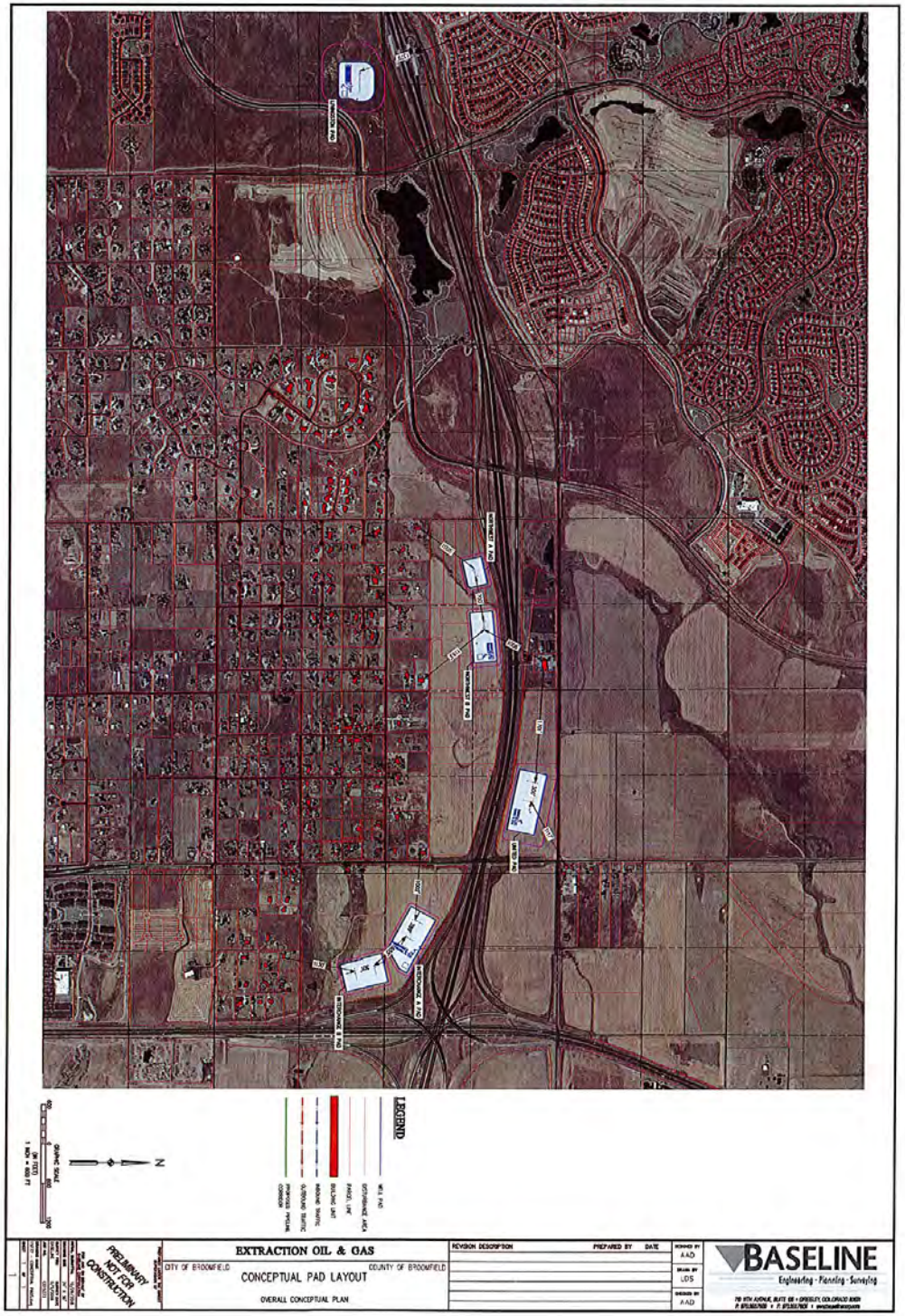

LEGEND
EXTRACTION OIL & GAS
CITY OF BROOMFIELD
COUNTY OF BROOMFIELD
CONCEPTUAL PAD LAYOUT
OVERALL CONCEPTUAL PLAN
PRELIMINARY NOT FOR CONSTRUCTION
REVISION DESCRIPTION
PREPARED BY
DATE
BASELINE
Engineering · Planning · Surveying

EXHIBIT A


LOWELL BOULEVARD
LEGEND
EXTRACTION OIL & GAS
CONCEPTUAL PAD LAYOUT
LIVINGSTON CONCEPTUAL PLAN
PRELIMINARY NOT FOR CONSTRUCTION
BASELINE
Engineering • Planning • Surveying

EXHIBIT A

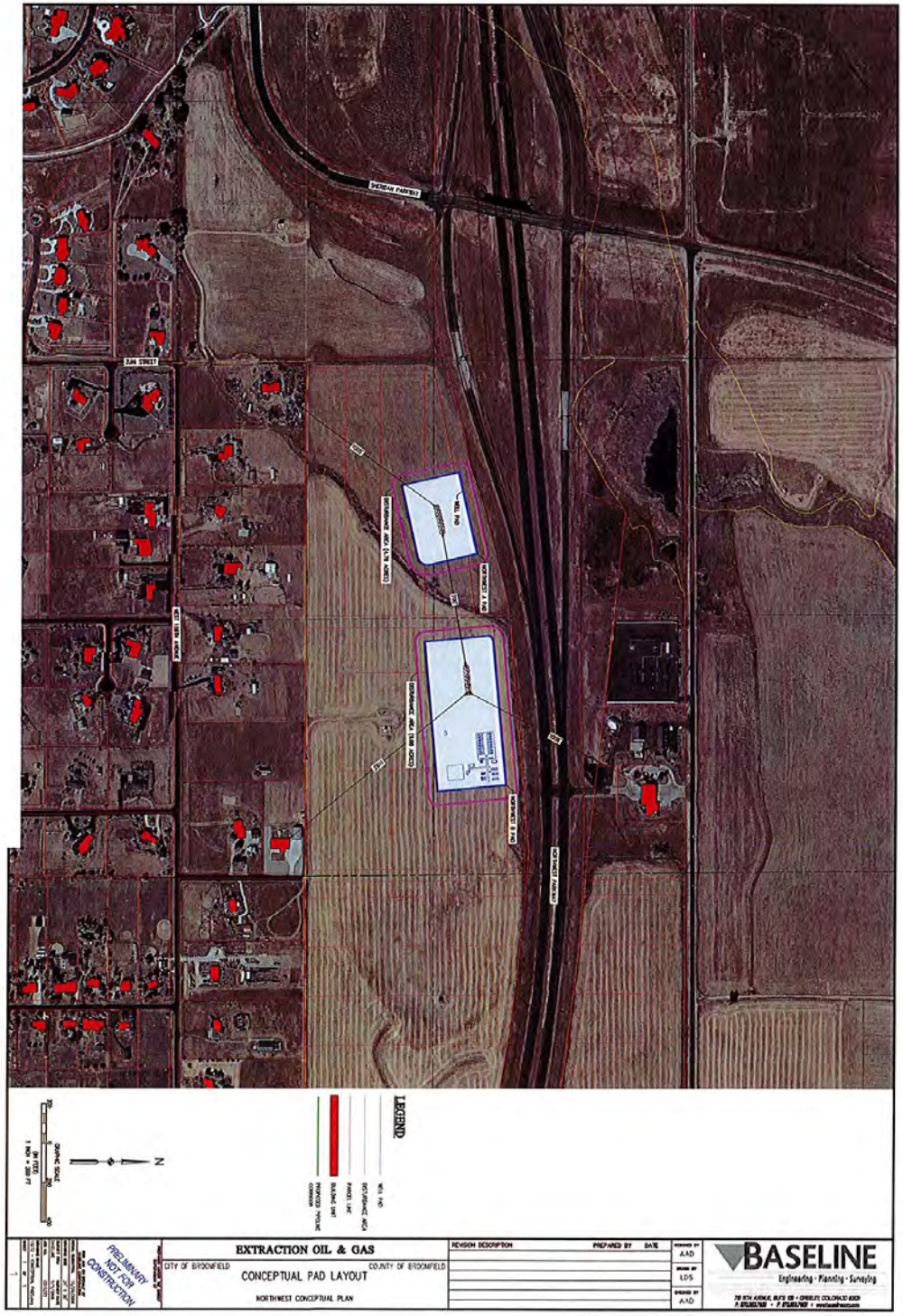

LEGEND
EXTRACTION OIL & GAS
CITY OF BROOMFIELD
COUNTY OF BROOMFIELD
CONCEPTUAL PAD LAYOUT
NORTHWEST CONCEPTUAL PLAN
PRELIMINARY NOT FOR CONSTRUCTION
REVISION DESCRIPTION
PREPARED BY
DATE
BASELINE
Engineering · Planning · Surveying

EXHIBIT A


HURON STREET
LEGEND
EXTRACTION OIL & GAS
CITY OF BROOMFIELD
COUNTY OF BROOMFIELD
CONCEPTUAL PAD LAYOUT
UNITED CONCEPTUAL PLAN
PRELIMINARY NOT FOR CONSTRUCTION
REVISION DESCRIPTION
PREPARED BY
DATE
BASELINE
Engineering • Planning • Surveying

EXHIBIT A


HURON STREET
INTERSTATE 25
LEGEND
EXTRACTION OIL & GAS
CITY OF BROOMFIELD
COUNTY OF BROOMFIELD
CONCEPTUAL PAD LAYOUT
NAZERENE-NORDSTROM CONCEPTUAL PLAN
PRELIMINARY NOT FOR CONSTRUCTION
REVISION DESCRIPTION
PREPARED BY
DATE
AAD
LDS
AAD
BASELINE
Engineering · Planning · Surveying

EXHIBIT B

BEST MANAGEMENT PRACTICES FOR WELL SITES AND NEW WELLS AT WELLS SITES

Operator shall include the BMPs listed in this Exhibit B on all Applications for Permit-to-Drill, Form 2 ("Form 2"), and Oil and Gas Location Assessments, Form 2A ("Form 2A"), submitted to the Commission for a "New Well" on the Well Sites. For the purposes of this provision, "New Well" shall mean any Operator-operated well spudded during the term of this Agreement, and located on the Well Sites, including any production facilities directly associated with such well, and its associated Well Pad, insofar as it covers lands located in the City limits. The BMPs shall apply to all New Wells drilled by the Operator on the Well Sites, while this Agreement is effective. The re-entry of a previously plugged and abandoned well is not allowed.

1. *Well Sites*. The Operator agrees that the maximum number of New Wells to be drilled at each of the Well Sites set forth on Exhibit A shall be as follows:

- Livingston Pad – 19 New Wells;
- Northwest A Pad – 8 New Wells;
- Northwest B Pad – 8 New Wells;
- United Pad – 16 New Wells;
- Interchange A Pad – 16 New Wells; and
- Interchange B Pad – 17 New Wells.

For purposes of this Agreement, the phases of operation at a Well Site shall be defined as follows:

"Construction Phase" shall mean the conducting of civil and earth work in connection with the construction and installation of drilling pads, visual mitigation measures, access routes, pipelines and launcher/receiver locations.

"Drilling Phase" shall mean the period in which a drilling rig is utilized to penetrate the surface of the earth with a drill bit and the installation of well casing and cement at one or more wells.

"Completion Phase" shall mean the period of hydraulic fracturing, coiling, workover, installation of tubing and flowback of one or more wells.

"Production Phase" shall mean the period in which one or more wells is capable of producing hydrocarbons that flow through permanent separator facilities and into the pipeline gathering system.

For the avoidance of doubt, it is possible for multiple phases of operation to be occurring at the same time with respect to a single Well Site. Notwithstanding the

foregoing, Operator agrees that it will not conduct hydraulic fracturing and drilling operations simultaneously at a single Well Site.

2. *Quiet Technology*. The Operator agrees to use the Liberty Quiet Fleet or comparable technology from an alternative vendor on all Well Sites.

3. *Use of Pipelines*. The Operator agrees to build pipelines for the transport of oil, gas, and produced water from the Well Sites to the specifications set forth in Exhibit D and to utilize such pipelines at the Well Sites before the Production Phase commences. During the Completion Phase, the Operator will use pipelines for produced water for flowback to the maximum extent feasible. All fresh water shall be transported to the Well Sites by means other than by truck. The Operator's obligation to build and utilize such pipelines is subject to the City granting Operator all necessary right-of-way and the City issuing Operator the necessary Public/Private Improvement Permits. Operator shall be permitted to utilize temporary tanks during drilling, flowback, workover, completion, hydraulic fracturing and maintenance operations. If requested by the City, Operator will conduct a risk analysis to identify potential risks associated with pipelines and the measures implemented that are intended to mitigate such risks.

4. *Air Modeling Study*. The Operator has completed an air modeling study that meets the standards requested by the City and such study has been conducted and indicates that emissions from the equipment proposed on the Well Sites meets EPA standards.

5. *Regulations*. The Operator shall comply with all applicable state, and federal regulations in addition to the terms of this Agreement and the BMPs set forth in this Exhibit B. The City agrees that it will not impose any fine on the Operator for violation of this Agreement if the activity or condition that created the violation is also subject to regulation by the COGCC, and if the violation results in action taken by the COGCC against the Operator.

6. *Notification to the City Regarding Commencement of Operations*. Operator shall provide written notice to the City no less than thirty (30) days prior to the commencement of any of the following: Construction Phase (unless the Construction Phase commences within 45 days of the approval of the applicable Form 2 or Form 2A), Drilling Phase, Completion Phase, or any recompletion, re-drilling or plugging and abandonment of a New Well. Any notification provided by Operator to City pursuant to this Agreement may be used by the City for public notification.

7. *Inspections*. The City shall have the right to have the City's designated oil and gas inspector (the "Inspector") inspect the Well Sites, upon reasonable notice to the Operator and the Operator shall provide a safety escort to accompany the Inspector. Reasonable notice may include notification by the Inspector at the Well Site. If the Inspector notifies the Operator of any conditions that the Inspector believes are out of compliance with this Agreement, Operator shall promptly address such conditions. If the Operator disagrees

with the findings of the Inspector, the City and Operator shall resolve the disagreement consistent with the provisions set forth in Section 22 of the Agreement.

8. *Containment Berms*. The Operator shall utilize steel-rim berms around all permanent facility equipment at the Well Sites with sufficient capacity to contain 1.5 times the maximum volume of liquids that such facility will contain at any given time plus sufficient freeboard to prevent overflow. All berms and containment devices shall be inspected quarterly by the Operator and maintained in good condition. No potential ignition sources shall be installed inside the secondary containment area unless the containment area encloses a fired vessel or such sources are rated in accordance with industry codes and standards. Secondary containment such as duck ponds or lined earthen berms for temporary tanks shall also be used.

   A. Permanent containment berms shall be constructed of steel rings, designed and installed to prevent leakage and resist degradation from erosion or routine operation.

   B. Secondary containment for tanks shall be constructed with a synthetic or engineered liner that contains all primary containment vessels and is mechanically connected to the steel ring to prevent leakage.

   C. For locations within five hundred (500) feet and up-gradient of a surface water body, tertiary containment, such as an earthen berm, is required around production facilities.

9. *Closed-Loop Pitless Systems for the Containment and/or Recycling of Drilling Fluids.* Wells shall be drilled, completed and operated using closed-loop pitless systems for containment and/or recycling of all drilling, completion, flowback and produced fluids. Operator shall recycle fluids to the maximum extent practicable, with the understanding that Operator is limited in its ability to recycle all fluids, as doing so would necessitate the use of permanent tanks, which is otherwise prohibited by the terms of the Agreement, and result in the potential for additional emissions. Other than for irrigating landscape material, Operator shall not use City water for any of its oil and gas operations. Operator shall not store waste onsite for periods longer than 30 days.

10. *Anchoring.* All New Well equipment and all existing equipment at the Well Sites shall be anchored to the extent necessary to resist flotation, collapse, lateral movement, or subsidence in compliance with applicable Federal Emergency Management Agency (FEMA) (as administered by this City) and COGCC rules and regulations.

    All guy line anchors left buried for future use shall be identified by a marker of bright color not less than four (4) feet in height and not greater than one (1) foot east of the guy line anchor.

11. *Burning.* No open burning shall occur on the site of any oil and gas operation.

12. *Chains.* Traction chains from heavy equipment shall be removed before entering a City street.

13. *Chemical Disclosure and Storage.* All fracturing chemicals must be disclosed to the City pursuant to the process set forth below before bringing on site. Prior to the bringing of such chemicals onto the property, the Operator shall make available to the City, in table format, the name, Chemical Abstracts Service (CAS) number, storage, containment and disposal method for such chemicals to be used on the Well Sites, which the City may make available to the public as public records. Fracturing chemicals shall be uploaded onto the Frac Focus website within sixty days of the completion of fracturing operations. The Operator shall not permanently store fracturing chemicals, flowback from hydraulic fracturing, or produced water in the City limits. Operator shall remove all hydraulic fracturing chemicals at a Well Site within thirty (30) days following the completing of hydraulic fracturing at that Well Site.

In addition to any substances that not permitted to be used in accordance with state or federal rules or regulations in place from time to time, the following chemicals shall not be utilized in hydraulic fracturing fluid at the Well Sites:

Ingredient Name	**CAS #**
Benzene	71-43-2
Lead	7439-92-1
Mercury	7439-97-6
Arsenic	740-38-2
Cadmium	7440-43-9
Chromium	7440-47-3
Ethylbenzene	100-41-4
Xylenesf	1330-20-7
1,3,5-trimethylbenzene	108-67-8
1,4-dioxane	123-91-1
1-butanol	71-36-3
2-butoxyethanol	111-76-2

N,N-dimethylformamide	68-12-2
2-ethylhexanol	104-76-7
2-mercaptoethanol	60-24-2
benzene, 1,1′-oxybis-, tetrapropylene derivatives, sulfonated, sodium salts (BOTS)	119345-04-9
butyl glycidyl ether	8/6/2426
polysorbate 80	9005-65-6
quaternary ammonium compounds, dicoco alkyldimethyl, chlorides (QAC)	61789-77-3
bis hexamethylene triamine penta methylene phosphonic acid (BMPA)	35657-77-3
diethylenetriamine penta (methylene-phosphonic acid)(DMPA)	15827-60-8
FD&C blue no. 1	3844-45-9
Tetrakis(triethanolaminato) zirconium(IV) (TTZ)	101033-44-7

14. *Color*. Permanent facilities shall be painted in a uniform, non-contrasting, non-reflective color, to blend with the surrounding landscape and, with colors that match the land rather than the sky, consistent with COGCC regulations. If the City desires a specific color or colors, it shall notify Operator of such color or colors prior to the Pad Construction of a Well Site and Operator shall utilize such color or colors.

15. *Cultural and Historical Resource Protection*. The Operator has completed a site assessment and is not currently aware of any historical or cultural sites on the Well Sites. However, if a significant surface or sub-surface archaeological site is discovered during construction, the Operator shall be responsible for immediately contacting the City to report the discovery. If any disturbance of a site deemed by the State Historic Preservation Office to be a historical or cultural resource occurs, the Operator shall be responsible for mitigating the disturbance to the cultural or historical property through a data recovery plan in consultation with the City's Historic Landmark Board and the State Historic Preservation Office, with copy to the City.

16. *Discharge Valves*. Open-ended discharge valves on all storage tanks, pipelines and other containers within the Well Site shall be secured and shall not be accessible to the general

public. Open-ended discharge valves within the Well Site shall be placed within the interior of the secondary containment area.

17. *Fugitive Dust Suppression.* Dust associated with on-site activities and traffic on access roads shall be minimized throughout construction, drilling and operational activities such that there are no visible dust emissions from access roads or the Well Sites to the extent practical given wind conditions. No untreated produced water or other process fluids shall be used for dust suppression. The Operator will avoid creating dust or dust suppression activities within three hundred (300) feet of the ordinary high water mark of any waterbody, unless the dust suppressant is water. Material Safety Data Sheets (MSDS) for any chemical based dust suppressant, other than magnesium chloride, shall be submitted to the City prior to use. Operator must submit to the City a grading, drainage, dust mitigation and erosion control plan in accordance with Section 37.

18. *Electric Equipment.* The drilling rig(s) used during the Drilling Phase and all permanent production equipment, such as compressors, motors and pump jacks, shall utilize electric line power in order to mitigate noise and to reduce emissions.

19. *Emergency Preparedness Plan.* The Operator is required to complete a detailed Emergency Plan in accordance with the provisions of this Section, and Operator shall pay for any reasonably necessary training and equipment of emergency response personnel specifically required due to the operations contemplated by this Agreement, including any inventory of Aqueous film forming foam (AFFF) required to be purchased from time to time so that sufficient quantities are on-hand to respond to emergencies on the Well Sites. The City and the North Metro Fire Rescue District must approve of the Emergency Plan before the Drilling Phase commences. As long as all requirements of this Section are met, the City and the North Metro Fire Department shall not unreasonably withhold approval and shall approve the Emergency Plan within thirty (30) days of submittal.

The Emergency Plan shall be filed with the City and the North Metro Fire Rescue District and updated on an annual basis or as conditions change (responsible field personnel change, ownership changes, etc.). The Emergency Plan shall include a notification system for potentially affected citizens and occupied buildings and an evacuation plan.

The Emergency Plan shall consist of at least the following information:

A. Name, address and phone number, including twenty-four (24)-hour emergency numbers for at least two persons responsible for emergency field operations as well as the contact information for any subcontractor of Operator engaged for well-control emergencies.

B. An as-built facilities map in a format suitable for input into the City's GIS system depicting the locations and type of above and below ground facilities, including sizes and depths below grade of all oil and gas flow lines and associated equipment, isolation valves, surface operations and their functions, as well as transportation routes to and from exploration and development sites, for

emergency response and management purposes. The information concerning flowlines and isolation valves shall be held confidentially by the City and shall only be disclosed in the event of an emergency or to emergency responders or for the training of emergency responders. The City shall deny the right of inspection of the as-built facilities maps to the public pursuant to C.R.S. § 24-72-204.

C. Detailed information addressing each reasonable potential emergency that may be associated with the operation. This may include any or all of the following: explosions, fires, gas, oil or water pipeline leaks or ruptures, hydrogen sulfide or other toxic gas emissions, or hazardous material vehicle accidents or spills. A provision that any spill outside of the containment area, that has the potential to leave the facility or to threaten waters of the state, or as required by the City-approved Emergency Plan shall be reported to the local emergency dispatch and the COGCC Director in accordance with COGCC regulations.

D. Detailed information identifying access or evacuation routes, and health care facilities anticipated to be used.

E. A project-specific plan for any project that involves drilling or penetrating through known zones of hydrogen sulfide gas.

F. A statement and detailed information indicating that the Operator has adequate personnel, supplies, and training to implement the Emergency Plan immediately at all times during construction and operations.

G. The Operator shall have current Material Safety Data Sheets (MSDS) for all chemicals used or stored on a site. The MSDS sheets shall be provided immediately upon request to City officials, a public safety officer, or a health professional as required by COGCC Rule 205.

H. The Emergency Plan shall include a provision establishing a process by which the Operator notifies surrounding neighbors to inform them about the on-site operations and provide sufficient contact information for surrounding neighbors to communicate with the Operator.

I. All training associated with the Emergency Plan shall be coordinated with the City and the North Metro Fire Rescue District.

J. A provision obligating the Operator to reimburse the appropriate emergency agencies for their expenses resulting from the Operator's operations, to the extent required by Colorado State Statutes.

K. Operator shall provide the City with its emergency shutdown protocols and promptly notify the City of any emergency shut downs that would have an impact to any area beyond the confines of the Well Site.

20. *Air Quality*. In order to minimize degradation to air quality, Operator agrees to the provisions set forth in this Section. Operator must eliminate, capture, or minimize all potentially harmful emissions and minimize dust associated with onsite activities and traffic on access roads pursuant to the terms of this Agreement. Operator shall comply with all applicable state and federal regulations including regulations promulgated by CDPHE, COGCC and US EPA.

A. Minimization of Emissions.

To protect air quality, the following will be required:

1. The use of electric equipment and line power, as detailed in Section 18.
2. The use of Tier 2 and liquefied natural gas dual fuel hydraulic fracturing pumps. If Tier 4 fracturing pumps become commonly available, Operator will begin using Tier 4 fracturing pumps.
3. Comply with traffic provisions set forth in Section 40. Limitations on truck traffic to and from the site.
4. The utilization of pipelines pursuant to Section 3.
5. Manufacture test or other data demonstrating hydrocarbon destruction or control efficiency that complies with a design destruction efficiency of 98% or better.
6. The use of no-bleed continuous and intermittent pneumatic devices. This requirement can be met by replacing natural gas with electricity or instrument air, or routing the discharge emissions to a closed loop-system or process.
7. Any flare, auto ignition system, recorder, vapor recovery device or other equipment used to meet the hydrocarbon destruction or control efficiency requirement shall be installed, calibrated, operated, and maintained in accordance with the manufacturer's recommendations, instructions, and operating manuals.
8. No use of glycol dehydrators.
9. No use of desiccant gas processing dehydrators.
10. Year-round application of odor requirements pursuant to COGCC and CDPHE regulations.
11. Reduction or elimination of emissions of associated gas from hybrid gas-oil wells (i.e. gas that is co-produced from a well that primarily produces oil), including prohibition of uncontrolled venting.

12. Best management practices during liquids unloading (i.e. maintenance activities to remove liquids from existing wells that are inhibiting production), including at least 90% emissions reduction when utilizing combustion and the installation of artificial lift or unloading through the separator where feasible.

13. Reduction or elimination of emissions from oil and gas pipeline maintenance activities such as pigging or blowdowns. If any maintenance activity will involve the intentional venting of gas from a well tank, compressor or pipeline, beyond routine pipeline maintenance activity and pigging, the operator shall provide forty eight (48) hour advance written notice to the City of such proposed venting. Such notice shall identify the duration and nature of the venting event, a description as to why venting is necessary, a description of what vapors will likely be vented, what steps will be taken to limit the duration of venting, and what steps the operator proposes to undertake to minimize similar events in the future. If emergency venting is required, or if accidental venting occurs, the operator shall provide such notice to the City of such event as soon as possible, but in no event longer than 24 hours from the time of the event, with the information listed above and with an explanation as to the cause and how the event will be avoided in the future.

14. Compliance with dust suppression techniques set forth in Section 17.

15. Compliance with odor requirements set forth in Section 48.

16. Consolidation of product treatment and storage facilities within a Well Site.

17. Centralization of compression facilities within a Well Site.

18. Telemetric control and monitoring systems, including surveillance monitors to detect when pilot lights on control devices are extinguished.

19. Operator will comply with all CDPHE air permits, if any, and will comply with all OSHA work practice requirements with respect to benzene.

20. Flaring shall be eliminated or minimized to the maximum extent practicable.

21. Exhaust from all engines, motors, coolers, and all other equipment must be vented up and away from nearest residences.

22. Operator agrees to participate in Natural Gas STAR program or other voluntary programs to encourage innovation in pollution control at well sites.

23. Use of a pressure-suitable separator and vapor recovery unit (VRU) where applicable.

24. Pipeline infrastructure will be constructed prior to the Production Phase.

B. *Leak Detection and Repair*. Operator shall develop and maintain an acceptable leak detection and repair ("LDAR") program as required by CDPHE using modern leak detection technologies such as infra-red cameras for equipment used on the Well Sites. For the five (5) year period beginning with the start of the Drilling Phase at the first Well Site, Operator shall conduct quarterly IR camera monitoring of all equipment at the Well Sites. When an IR camera is used, Operator must retain an infrared image or video of all leaking components before and after repair. Such records must be maintained for two years and must be made available to the City upon request. Except when an emergency circumstance would necessitate an immediate repair, Operator must repair leaks as quickly as practicable. If more than 48-hours repair time is needed after a leak is discovered, an explanation of why more time is required must be submitted to the City. Operator shall conduct continuous pressure monitoring to detect leaks. At least once per year, the Operator shall notify the City five (5) business days prior to an LDAR inspection of its facilities to provide the City the opportunity to observe the inspection.

C. *Ambient Air Sampling*. The Operator shall conduct, as approved by the City, a specific ambient air quality test that includes:

1. Pre-construction baseline air quality testing shall be completed within 500 feet of the Well Sites by a consultant approved by the City and paid for by the Operator.
2. Operator agrees to provide the City $20,000 annually towards air quality sampling. The City may use these funds for sampling within its discretion. Extraction will provide initial funds prior to the Construction Phase. Such amount shall be adjusted each year by the increase or decrease in the Consumer Price Index issued by the United States Bureau of Labor Statistics for the Denver – Boulder metropolitan area.
3. In addition, the City may require the Operator to conduct additional air monitoring as needed to respond to emergency events such as spill, process upsets, or accidental releases.
4. Operator shall provide access to the Well Sites to the City's designated inspector to allow air sampling to occur.

An air modeling and emissions inventory based upon the proposed development and equipment have been completed by a third-party consultant.

D. *Air Quality Action Days*. The Operator shall respond to air quality Action Day advisories posted by the Colorado Department of Public Health and Environment for the Front Range Area by implementing their suggested air emission reduction measures as feasible. Emission reduction measures shall be implemented for the duration of an air quality Action Day advisory and may include measures such as:

1. Minimize vehicle and engine idling;
2. Reduce truck traffic and worker traffic;
3. Delay vehicle refueling;
4. Suspend or delay use of fossil fuel powered ancillary equipment; and
5. Postpone construction activities, if feasible.
6. Within 30 days following the conclusion of each annual Air Quality Action Day season, Operator must submit a report to the City that details which measures it implemented during any Action Day advisories.

E. *Compliance.* The Operator must submit annual reports to the City certifying (a) compliance with these air quality requirements and documenting any periods of material non-compliance, including the date and duration of each such deviation and a compliance plan and schedule to achieve compliance, (b) that the equipment at the Well Sites continues to operate within its design parameters, and if not, what steps will be taken to modify the equipment to enable the equipment to operate within its design parameters. The annual report must contain a certification as to the truth, accuracy and completeness of the reports, signed by a responsible corporate official. The Operator may satisfy this reporting obligation in whole or in part by submitting its AQCC Regulations No. 7 annual reports for the prior calendar year to the City, and supplementing them as needed to meet these reporting requirements for covered facilities within the City. The Operator will also provide the City will a copy of any self-reporting submissions that Operator provides to the CDPHE due to any incidence of non-compliance with any CDPHE air quality rules or regulations at the Well Sites.

21. *Reduced Emission Completions (Commonly known as Green Completions).* At Well Sites Operator shall employ reduced emission completions, also commonly known as green completions, which comply with federal and state requirements. In addition, Operator shall comply with the following:

A. Gas gathering lines, separators, and sand traps capable of supporting green completions as described in COGCC Rule 805 shall be installed per the provisions of COGCC Rule 805.

B. Operator shall comply with 40 CFR 60.5375(a)(1), (2) for green completions.

C. Uncontrolled venting is prohibited other than where necessary for safety.

D. Temporary flowback flaring and oxidizing equipment where allowed shall include the following:

1. Adequately sized equipment to handle 1.5 times the largest flowback volume of gas from a vertical/directional and/or horizontally completed well respectively as reported to the COGCC in a ten mile radius;

2. Valves and porting available to divert gas to flaring and oxidizing equipment; pursuant to the above Rules 40 CFR 60.5375 & COGCC Rule 805;

3. Auxiliary fueled with sufficient supply and heat to combust or oxidize non-combustible gases in order to control odors and hazardous gases. The flowback combustion device shall be equipped with a reliable continuous ignition source over the duration of flowback, except in conditions that may result in a fire hazard or explosion; and

4. The Operator has a general duty to safely maximize resource recovery and minimize releases to the atmosphere during flowback and subsequent recovery/operation.

22. *Exhaust.* The exhaust from all engines, motors, coolers and other mechanized equipment shall be vented up or in a direction away from the nearest occupied building.

23. *Fencing.* Permanent perimeter fencing shall be installed around production equipment unless such fencing is not required by the Visual Mitigation Plan for a Well Site , and shall be secured. The main purpose of the fencing is to deter entrance by unauthorized people and a Well Site shall be properly secured prior to the commencement of drilling at the Well Site. The Operator shall use visually interesting fencing, when feasible, but the parties recognize that there is a need for air circulation, and for the field personnel who regularly inspect the facilities to be able to identify visual operational deficiencies when driving by. Landscaping may be used for screening. If a chain link fence is required to achieve safety requirements set by the COGCC, then landscaping and other screening mechanisms shall be required that comply with the City's Land Use Code regulations and the Operator's safety requirements.

24. *Flammable Material.* All ground within twenty-five (25) feet of any tank, or other structure containing flammable or combustible materials, shall be kept free of dry weeds, grass or rubbish, and shall conform to COGCC 600 Series Safety Regulations and the applicable Fire Code.

25. *Flares and Combustion Devices.* To the extent flares, thermal oxidizers, or combustion devices are utilized, all such flares shall be designed and operated as follows:

A. The flare must be fired with natural gas and designed to operate with a 98% of higher hydrocarbon destruction efficiency.

B. The flare must be designed and operated in a manner that will ensure no visible emissions during normal operation. Visible emissions means observations of smoke for any period or periods of duration greater than or equal to one (1)

minute in any fifteen (15) minute period during normal operation, pursuant to EPA Method 22. Visible emissions do not include radiant energy or water vapor.

C. The flare must be operated with a flame present at all times when emissions may be vented to it, or other mechanism that does not allow uncontrolled emissions.

D. All combustion devices must be equipped with an operating auto-igniter.

26. *Water Quality Monitoring Plan.* Oil and gas operations shall, to the extent practicable, avoid causing degradation to surface or ground waters within the City and to wetlands within the City. The following standards set forth by the City are consistent with the COGCC rules and regulations. If Operator needs to seek a variance from a COGCC provision then an approved COGCC variance will apply to this Agreement upon notice of such variance from Operator to the City.

Using records of the Colorado Division of Water Resources, Operator must implement a water quality monitoring and well testing plan that includes the following:

A. Operator must obtain initial baseline samples and subsequent monitoring samples from all available water sources within a one-half (1/2) mile radius of the Well Sites. Water sources include registered water wells or permitted or adjudicated springs.

B. Operator must collect initial testing of baseline samples from available water sources prior to the commencement of drilling a well, or prior to the re-stimulation of an existing well for which no samples were collected and tested during the previous 6-12 months.

C. Post-stimulation samples of available water sources shall be collected and tested pursuant to the following time frame:

1. One sample approximately one (1) year after commencement of the Production Phase;

2. One sample approximately three (3) years after commencement of the Production Phase; and

3. One sample approximately six (6) years after commencement of the Production Phase.

D. Operator shall collect a sample from at least one upgradient and two down-gradient water sources within a one-half (1/2) mile radius of a Well Site. If no such water sources are available, Operator shall collect samples from additional water sources within a radius of up to one (1) mile from the Well Site until samples from a total of at least one upgradient and two down-gradient water sources are collected. Operator should give priority to the selection of water sources closest to the Well Site.

E. Operator may rely on existing groundwater sampling data from any water source within the radii described above that was collected in accordance with accepted standards, provided the data was collected within the 12 months preceding the commencement of Drilling Phase for such Well Site, the data includes measurement of all of the constituents measured in Table 1 below and there has been no significant oil and gas activity within a one-mile radius in the time period between the original sampling and the commencement of the Drilling Phase for such Well Site.

F. Operator shall make reasonable efforts to obtain the consent of the owner of the water source. If the Operator is unable to locate and obtain permission of the water source, the Operator must advise the City that Operator could not obtain access to the water source from the surface owner.

G. Testing for the analytes listed in Table 1 below, and subsequent testing as necessary or appropriate.

H. Operator must follow standard industry procedures in collecting samples, consistent with the COGCC model Sampling and Analysis Plan.

I. Operator must report the location of the water source using a GPS with submeter resolution.

J. Operator must report results of field observations including reporting on damaged or unsanitary well conditions, adjacent potential pollution sources, odor, water color, sediment, bubbles, and effervescence.

K. Operator must provide copies of all test results described above to the City, the COGCC, and the water source owners within 30 days after receiving the samples.

L. Subsequent sampling. If sampling shows water contamination, additional measures may be required including:

1. If free gas or a dissolved methane concentration level greater than one (1) milligram per liter (mg/l) is detected in a water source, determination of the gas type using gas compositional analysis and stable isotope analysis of the methane (carbon and hydrogen).

2. If the test results indicate thermogenic or a mixture of thermogenic and biogenic gas, an action plan to determine the source of the gas.

3. Immediate notification to the City, the COGCC, and the owner of the water well if the methane concentration increases by more than five (5) mg/l between sampling periods, or increases to more than ten (10) mg/l.

4. Immediate notification to the City, the COGCC and the owner of the water well if BTEX and/or TPH are detected as a result of testing. Such detections may result in required subsequent sampling for additional analytes.

5. Further water well sampling in response to complaints from water source owners.

6. Timely production and distribution of test results in electronic deliverable format to the City, the COGCC and the water source owners.

7. Qualified Independent Professional Consultant. All water source testing must be conducted by the Operator or, if requested by a surface owner, by a qualified independent professional consultant.

Additionally, the City may make available a water testing program to any persons with an available water sources within one-half (1/2) mile of the radius of the proposed track of the borehole of any proposed New Well. If such sampling shows water contamination, the Operator shall work with the City and the COGCC to help identify the source of the contamination.

TABLE 1

GENERAL WATER QUALITY

Alkalinity, Conductivity & TDS, pH, Dissolved Organic Carbon
(or Total Organic Carbon), Bacteria, and Hydrogen Sulphide

MAJOR IONS

Bromide, Chloride, Fluoride, Magnesium, Potassium, Sodium, Sulfate, and Nitrate + Nitrite as N

METALS

Arsenic, Barium, Boron, Chromium, Copper, Iron, Lead, Manganese, Selenium, Strontium, Mercury, Uranium, and Radium

DISSOLVED GASES and VOLATILE ORGANIC COMPOUNDS

Methane, Ethane, Propane, BTEX as Benzene, Toluene, Ethylbenzene and Xylenes, Total Petroleum, and Hydrocarbons (TPH)

OTHER

Water Level, Stable isotopes of water (Oxygen, Hydrogen, Carbon), Phosphorus.

27. *Landscaping.* Operator shall implement the Visual Mitigation Plan for a Well Site approved during the application process for such Well Site..

28. *Lighting.* The intent of this provision is to minimize light spillage beyond the perimeter of the Well Sites and for the Operator to take appropriate steps in order to achieve this. All permanent lighting or lighting higher than a perimeter wall must be downward facing. All bulbs must be fully shielded to prevent light emissions above a horizontal plane drawn from the bottom of the fixture. Prior to installation of permanent lighting on any facility, the Operator agrees to submit to the City a lighting plan and the City shall communicate with Operator any modifications to the plan that it deems appropriate and Operator shall make such modifications if reasonable or required by law. The lighting plan shall indicate the location of all outdoor lighting on the site and any structures, and include cut sheets (manufacturer's specifications with picture or diagram) of all proposed fixtures. During the Drilling and Completion Phases, consistent with applicable law, Operator will construct a minimum 32 foot wall around as much of the perimeter of the well pads as operations allow to reduce light escaping from the site, unless shorter walls are mutually agreed to by City and Operator on a site-specific basis.

29. *Maintenance of Machinery.* Routine field maintenance of vehicles or mobile machinery shall not be performed within three hundred (300) feet of any water body. All fueling must occur over impervious material.

30. *Mud Tracking.* The Operator shall take all practicable measures to ensure that vehicles do not track mud or debris onto City streets. If mud or debris is nonetheless deposited on City streets, in excess of *de minimus* levels, the streets shall be cleaned immediately by the Operator. If for some reason this cannot be done, or needs to be postponed, the City shall be notified of the Operator's plan for mud removal.

31. *Noise Mitigation.* Noise mitigation measures shall be constructed along any edge of any Well Site if such edge is in proximity to existing residential development. The noise mitigation measures shall use the most current equipment to minimize noise impact during the Drilling and Completion Phases, including those measures set forth in Sections 2 and 18. Operator shall comply with the sound limitation regulations set forth in COGCC 800 Series Aesthetic and Noise Control Regulations. The Operator shall not unload pipe between 8:00 p.m. and 7:00 a.m. The Operator will complete a baseline

noise mitigation study at each Well Site that demonstrates that noise is expected to be mitigated to the extent practicable and a copy will be provided to the City. A noise mitigation study has been completed that demonstrated that noise is expected to be mitigated to the extent practicable and to levels acceptable to the City. The Operator shall address C scale noise/vibration through berming and other associated BMPs. During the Drilling and Completion Phases, the operator shall construct a perimeter wall and/or use hay bales to mitigate noise as appropriate on a case-by-case or modeled basis. If Operator uses any engines that are not electrically operated, Operator shall use quiet design mufflers (also referred to as hospital grade or dual dissipative) or equivalent and shall use acoustically insulated housing or covers to enclose the engines.

The Operator shall comply with all provisions of COGCC Rule 802 on Noise Abatement with respect to the Well Sites; provided, however, that the Operator and City agree that the maximum permissible noise levels to be applied under Rule 802 shall be, other than during pad construction at the Well Sites, the greater of (i) the levels set forth for the land use type of "Residential/Agricultural/Rural" under Rule 802 if measurements are taken at 1,000 feet from the sound walls at the Well Site and (ii) 4 dB(A) higher than baseline ambient sound measured at 1,000 feet from the sound walls at the Well Site. During pad construction at the Well Sites, the Operator agrees that noise levels shall not exceed those produced by the construction of a typical residential or commercial development. All measurements considered for compliance with this Section 31 shall be taken by a third party contractor using industry standard equipment and practices.

Both the City and the Operator have conducted an Ambient noise survey for each Well Site at baseline and will place noise meters near Well Sites to monitor ongoing noise levels until the commencement of the Production Phase.

32. *Flowlines.* Any newly constructed or substantially modified flowlines on the Well Sites shall be constructed and operated under the provisions of the COGCC 1100 Series Flow line regulations, any future COGCC flowline regulations, and any applicable surface use agreements with the surface owners. Operator shall pressure test all flowlines following their construction, including those rated at less than 15 PSI. Operator will provide to the City all records required to be submitted to State agencies related to inspections, pressure testing, accidents and other safety incidents related to flowlines at the Well Sites and, upon specific request by the City, Operator will provide to the City any other records submitted to State agencies related to flowlines at the Well Sites.

33. *Recordation of Flowlines.* All new flowlines and pipelines shall have the legal description of the location recorded with the Clerk and Recorder of the City within thirty (30) days of completion of construction. Abandonment of any recorded flowlines shall be recorded with the Clerk and Recorder of the City within thirty (30) days after abandonment.

34. *Removal of Debris.* All construction-related debris shall be removed from the site for proper disposal in a timely manner. The site shall be maintained free of debris and excess

materials at all times during operation. Operator shall not burn or bury debris at any time on the Well Sites.

35. *Removal of Equipment.* All equipment used for drilling, re-completion and maintenance of the facility shall be removed from the site within thirty (30) days of completion of the work, weather condition permitting, unless otherwise agreed to by the surface owner. Permanent storage of removable equipment on Well Sites shall not be allowed.

36. *Plugged and Decommissioned Well Testing.* Prior to and following the fracturing of any New Well, Operator shall assess the integrity of plugged and decommissioned wells or removed from use and dry, or removed from use ("Previously Abandoned Wells), within one-quarter (¼) mile of the projected track of the borehole of the proposed New Well.

This shall include:

1. Based upon examination of COGCC and other publicly available records, identification of all Previously Abandoned Wells located within one-quarter (¼) mile of the projected track of the borehole of a proposed well.
2. Risk assessment of leaking gas or water to the ground surface or into subsurface water resources, taking into account plugging and cementing procedures described in any recompletion or plugged and abandoned report filed with the COGCC.
3. Notification of the City and COGCC of the results of the assessment of the plugging and cementing procedures.
4. Permission from each surface owner with a Previously Abandoned Well on their property to access the property to test the soil within a 10' radius of the Previously Abandoned Well. If a surface owner has not provided permission to access and test after thirty (30) days from receiving notice, the Operator shall not be required to test the Previously Abandoned Well. Notice to the surface owner will be sent by Certified US Mail, return receipt requested, to assure that the surface owner receives proper notice.
5. For each Previously Abandoned Well for which access and permission to test is granted, a soil gas survey to test the soil within a 10' radius of the Previously Abandoned Well shall be completed prior to production from the proposed New Well and again one (1) year after production has commenced on the New Well.
6. Notification of the results of the soil gas survey to the City and the COGCC within three (3) months of conducting the survey or advise the City that access to the Previously Abandoned Wells could not be obtained from the surface owner.

37. *Stormwater Control Plan.* All oil and gas operations at the Well Sites shall comply and conform with the City's stormwater control regulations, including the submission of an Erosion Control Report and Plan.

38. *Temporary Access Roads.* Temporary access roads associated with oil and gas operations at the Well Sites shall be reclaimed and revegetated to the original state within

a reasonable amount of time, taking into account planting seasons, or as directed by the landowner in a Surface Use Agreement and subject to applicable COGCC variances. Operator must control erosion while access roads are in use.

39. *Trailers.* A construction trailer(s) is permitted as an accessory use during active drilling and well completion or workover operations only. No permanent residential trailers shall be permitted at the Well Sites; provided, however, that until ninety (90) days following the end of the Completion Phase on a Well Site, temporary residential and/or security trailers are permitted, as needed for on-site operations, for exclusive use by the Operator's personnel and the personnel of its subcontractors on a temporary basis.

40. *Transportation and Circulation.* The Operator will comply with all Transportation and Circulation requirements as contained in the City Land Use Code as may be reasonably required by the City's Traffic Engineer and will comply with all applicable hazardous material regulations. The Operator will submit a traffic plan to the City that includes detailed descriptions of all proposed access routes for equipment, water, sand, waste fluids, waste solids, mixed waste, and all other material to be hauled on the public streets and roads of the City. The Operator will obtain necessary access permits. The traffic plan shall include the following:

A. estimated weights of vehicles when loaded, a description of the vehicles, including the number of wheels and axles of such vehicles and trips per day.

B. Detail of access locations for each well site including sight distance, turning radius of vehicles and a template indicating this is feasible, sight distance, turning volumes in and out of each site for an average day and what to expect during the peak hour.

C. Truck traffic volumes converted to equivalent single axle loads and compared with existing volumes. Trucks anticipated on roadways that are being accessed to equivalent single axle loads using existing volumes and proposed with extraction activities.

D. Core drilled samples of City roads to be used and determined the adequacy of the existing roadway structure and determined that the roadway section is adequate for extraction activities.

E. Truck routing map and truck turning radius templates with a listing of required and determined that certain improvements are necessary at intersections along the route.

F. Complete traffic report, determining operational changes and geometric modifications necessary as a result of extraction activities.

G. Identification of need for any additional traffic lanes, which would be subject to the final approval of the City's engineer.

H. Restriction of non-essential traffic to and from Well Sites to periods outside of peak am and pm traffic periods and during school hours (generally 7-9am and 3-6pm).

41. *Wastewater and Waste Management.* Operator must submit a waste management plan to the City that complies with the following: All fluids shall be contained and there shall be no discharge of fluids. Waste shall be stored in tanks, transported by tanker trucks and/or pipelines, and disposed of at licensed disposal or recycling sites. The plan shall incorporate secondary containment and stormwater measures consistent with Sections 8 and 37. No land treatment of oil impacted or contaminated drill cuttings are permitted. A copy of the Operator's Spill Prevention, Control, and Countermeasure Plan (SPCC) will be given to the City, which describes spill prevention and mitigation practices. The Operator shall not dispose of any wastewater within the City. All other waste shall be disposed of in accordance with state regulations.

42. *Water Supply.* The Operator agrees to comply with applicable State of Colorado, Department of Natural Resources and other applicable State regulations concerning the source(s) of water used in the Drilling Phase and Completions Phase. The Operator shall notify the City, upon its request, of the source(s) of water to be used at Well Sites during the Drilling Phase and Completion Phase and will provide the City with an estimate of the volumes of water to be utilized, with such estimates subject to change. All water volumes actually used by Operator shall be reported by the Operator to the State of Colorado in accordance with its regulations.

43. *Noxious Weed Control.* The Operator shall be responsible for ongoing noxious weed (as defined under State law) control at the Well Sites and along access roads per City or other applicable agency regulations.

44. *Insurance.* The Operator agrees to provide liability and insurance under the conditions, and in the amounts, set forth in Exhibit G.

45. *Injection Wells.* The Operator shall drill no injection wells in Broomfield.

46. *Alternative Site Analysis.* Operator has consulted with the City, to the City's satisfaction, in order to identify alternative sites based upon factors determined by the City. The Well Sites were mutually selected by the Operator and the City as the final sites following this consultation.

47. *General Maintenance.* Operator shall operate and maintain all equipment pursuant to manufacturer specifications consistent with technological limitations and reasonable and customary maintenance practices.

48. *Odor.* Odor emitting from Well Sites must be controlled. Operator to prevent odors from oil and gas operations by proactively addressing and, to the extent possible, resolving complaints filed by impacted members of the community, in coordination with City

public health staff. Operator must use a filtration system or additives to the drilling and fracturing fluids to minimize odors. Operator is prohibited from masking odors from any oil and gas facility site by using masking fragrances.

49. *Reclamation.* Operator must submit an oil and gas site reclamation plan and reclaim a Well Site not later than six (6) months after plugging and abandoning the last New Well at such Well Site, weather and planting season permitting.

50. *Well Integrity.* Operator must equip the bradenhead access to the annulus between the production and the surface casing, as well as any intermediate casing, with a fitting to allow safe and convenient determinations of pressure and fluid flow. Valves used for annular pressure monitoring shall remain exposed and not buried to allow for visual inspection. The Operator shall take bradenhead pressure readings as required by the COGCC.

51. *Fires and Explosions.* Any accident or natural event involving a fire, explosion or detonation shall be reported to the City within 24 hours. This report shall include such specifics, to the extent available:

A. Fuel source

B. Location

C. Proximity to residences and other occupied buildings

D. Cause

E. Duration

F. Intensity

G. Volume

H. Specifics and degree of damage to properties, if any beyond the Well Site

I. Injuries to person(s)

J. Emergency management response; and

K. Remedial and preventive measures to be taken within a specified amount of time

The Operator shall provide the City with an additional report containing the information above after the conclusion of the accident or natural event if lasting more than 24 hours.

52. *Spills.* Operator must notify the City of any spill of any material on permeable ground on the Well Sites that has a reportable spill quantity under any law. The Operator will also provide the City with a copy of any self-reporting submissions that Operator provides to the COGCC due to any spills at the Well Sites.

53. *Bradenhead Monitoring.* Operator will conduct bradenhead monitoring on the New Wells in accordance with COGCC Rules.

54. *Variances.* Except as specifically provided elsewhere in the Agreement, including its Exhibits, all variances, waivers, exceptions, and similar modifications require written

approval from the City, such approval not to be unreasonably withheld, conditioned or delayed.

55. *Risk Assessment.* As part of Operator's application to the City, Operator agrees to provide a risk management plan, which will include the identification of potential risks, methods of risk avoidance and controls that implement techniques to prevent accidents and losses and reduce the impact or cost after the occurrence of identified potential events.

56. *Automatic Safety Protective Systems and Surface Safety Valve.* An automated safety system, governed by safety devices and a programmable logic computer, will be installed at the Well Sites. The automated safety system shall include the installation, monitoring and remote control of a Surface Safety Valve ("SSV") among many other engineered measures and devices that are implemented to greatly reduce or eliminate the potential for a well event. All New Wells will have a SSV installed prior to the commencement of the Production Phase connected to the production tubing at the surface. The SSV will be equipped to operate remotely via the automated safety protective system, which monitors multiple flowing pressures and rates which have predetermined maximum and/or minimum threshold values programmed and will remotely shut the well in should certain upset conditions be detected. Additionally, the automated safety system provides the ability to remotely shut-in wells on demand through operator remote intervention. The SSV will have documented quarterly testing to ensure functionality. The practice of utilizing automated safety protective systems, including SSV's, exceeds the current State regulations and requirements for wells operated within Colorado.

57. *Possible Berms, Bales or Sound Walls.* Operator shall utilize the additional mitigation measures of berms, bales, and/or sound walls at one or more of the locations set forth on Exhibit I if so requested by the City in writing. The particular measure(s) employed at any such location shall be as determined by mutual agreement between the City and the Operator.

Exhibit C

List of P&A Wells

Well Name	API	QQ	Section	Township	Range
Beyer MA #10-5	05-014-09171	SWNW	10	1S	68W
BROZOVICH #MA 8-2	05-014-09142	NW/NE	8	1N	68W
BROZOVICH #MA 8-8J	05-014-08812	SE/NE	8	1S	68W
Brozovich MA 8-10	05-014-09150	NWSE	8	1S	68W
Brozovich MA 8-15	05-014-09151	SWSE	8	1S	68W
Brozovich MA 8-16J	05-014-08928	SESE	8	1S	68W
Carlson #1-24	05-014-06269	SWSE	24	1S	68W
FEDOROWICZ 1-17	05-014-09029	NESW	17	1S	68W
Fedorowicz 2-17	05-014-09075	NENW	17	1S	68W
Foster 1-22	05-001-09132	NWSW	22	1S	68W
GREEN MA 17-1	05-014-09168	NENE	17	1S	68W
GREEN MA 17-15	05-014-09174	SWSE	17	1S	68W
GREEN MA 17-16J	05-014-08996	SESE	17	1S	68W
GREEN MA 17-2	05-014-09166	NWNE	17	1S	68W
GREEN MA 17-8J	05-014-08999	SENE	17	1S	68W
GREEN MA 17-9	05-014-09172	NESE	17	1S	68W
Hellerstein 2-18	05-014-09065	SESE	18	1S	68W
HIPPEN 2-32	05-123-15113	NWSW	32	1N	68W
HULSTROM 'G' UNIT #1	05-014-09177	SE/NE	4	1S	68W
LARKRIDGE MA 03-09D	05-001-09715	NESE	3	1S	68W
LARKRIDGE MA 03-10D	05-001-09716	NESE	3	1S	68W
LARKRIDGE MA 03-15D	05-001-09717	NESE	3	1S	68W
LARKRIDGE MA 03-16D	05-001-09713	NESE	3	1S	68W
LARKRIDGE MA 03-23D	05-001-09714	NESE	3	1S	68W
Livingston 43-07	05-014-09435	NESE	7	1S	68W
Maloney #2-16	05-001-08809	NWNW	16	1S	68W
Maloney 1-16	05-001-08674	NWNE	16	1S	68W
NORDSTROM #2-4	05-014-08793	SW/SW	4	1S	68W
NORDSTROM #5-4	05-014-09032	NE/SW	4	1S	68W
Nordstrom 1-9	05-014-08671	SENE	9	1S	68W
Nordstrom 3-9	05-014-08929	SENW	9	1S	68W
NORTH HURON 1-22	05-001-09035	NWNW	22	1S	68W
PEZOLDT UU 32-4J	05-123-17184	NWSE	32	1N	68W
POITZ 1-22	05-001-08428	NENE	22	1S	68W
Sharpe 1-10	05-001-08512	SESE	10	1S	68W
Sharpe 2-10	05-014-08876	NESW	10	1S	68W
W.W.C. 1-9	05-001-08902	SWSE	9	1S	68W
WEBBER 'H' UNIT #1	05-014-09114	SE/SW	3	1S	68W
YOUNG 4-31	05-123-16183	NWNW	31	1N	68W

NOTE: The following wells have already been plugged and abandoned in 2017

Mathena 1-15	05-014-08666	NWNW	15	1S	68W
W.W.C. 2-9	05-001-09042	SESE	9	1S	68W
PEZOLDT 1-32	05-123-15040	NWNE	32	1N	68W

EXHIBIT D
PIPELINE SPECIFICATIONS

Design

1. Pipeline shall be constructed with a Class 4 Design (0.40 Design Factor) for steel pipelines.
2. For steel pipelines, utilize Fusion Bond Epoxy (FBE) Coated Pipe (or equivalent), which is intended to protect pipe from corrosion
3. Utilize a cathodic protection system
4. Hydrostatic test to 1.25 times the Maximum Operating Pressure for four (4) hours for exposed pipe and eight (8) hours for buried pipe
5. Utilize In-Out measurement for Leak Detection
6. Utilize automated systems for over pressure protection & low pressure detection that shuts-in the pipe in order for Operator to investigate

Construction

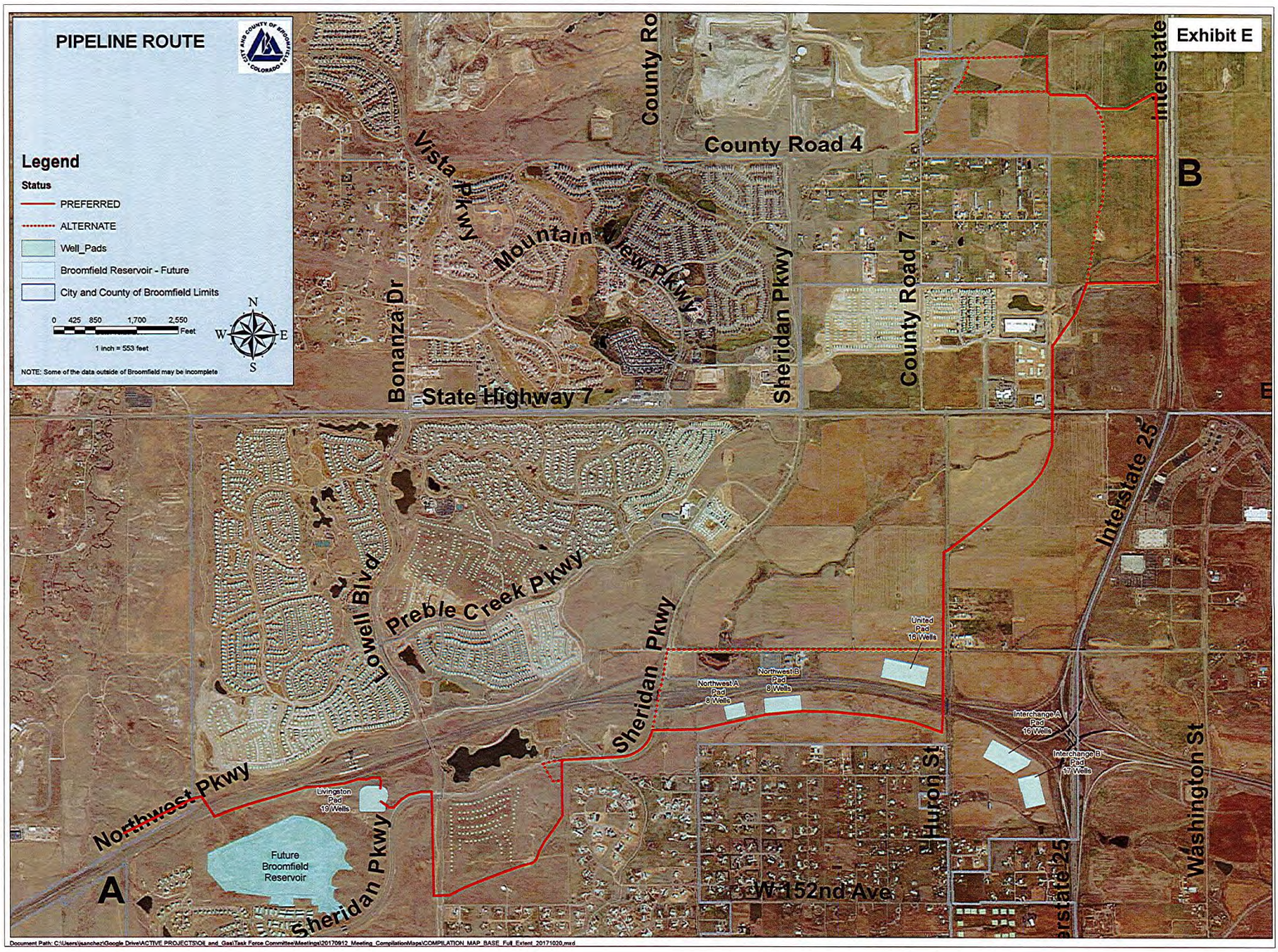
1. Conduct X-ray on 100% of welds.
2. For buried pipe, pipe shall be buried a minimum of 48" from the surface.
3. Conduct survey and logging for every girth weld in place.
4. Utilize jeeping (holiday detector) as well as visual inspection of coating. Once a jeep (damage) is detected, pipe coating shall be repaired and re-jeeped until damage is repaired and does not cause a jeep or detection.
5. Following construction, site shall be left in as good a condition as prior to construction and Operator shall work with the applicable surface owner on restoration. Operator shall restore the site to a substantially similar condition as it existed prior to construction unless otherwise agreed by the City in writing.
6. All steps and or phases of construction shall be inspected by Operator's 3rd party inspectors.
7. Roads, creeks and other encumbrances shall be bored underneath at a safe depth.

Operation & Maintenance

1. Operator to conduct regular pigging on the pipelines
2. Operator to conduct smart pigging every 5 years to detect anomalies such as internal and external corrosion or denting.
3. Operator to conduct leak detection, including aerial surveys at least 2 times per year.
4. With respect to each Well Site, Operator to conduct pre-drill and post-drill pressure testing, pressure testing before commencing every phase of operations, and annual pressure testing thereafter.
5. To the maximum extent feasible, all flow lines, gathering lines, and transmission lines shall be sited a minimum of one-hundred and fifty (150) feet away from general residential, commercial, and industrial buildings, as well as the high-water mark of any surface water body. This distance shall be measured from the nearest edge of the pipeline

or flowline. Pipelines and gathering lines that pass within 150 feet of general residential, commercial, and industrial buildings or the high water mark of any surface water body shall incorporate leak detection, secondary containment, or other mitigation, as appropriate. The mitigation plan for such pipelines and gathering lines shall be submitted to the City.

6. To the maximum extent feasible, Operator shall use boring technology when crossing streams, rivers, or irrigation ditches with a pipeline to minimize negative impacts to the channel, bank, and riparian areas
7. All new pipelines shall have the legal description of the location recorded with the Clerk and Recorder of the City within thirty (30) days of completion of construction.
8. Operator will submit to City all records required to be submitted to PHMSA or the PUC including those related to inspections, pressure testing, pipeline accidents and other safety incidents.


PIPELINE ROUTE
Legend
Status
PREFERRED
ALTERNATE
Well_Pads
Broomfield Reservoir - Future
City and County of Broomfield Limits
0 425 850 1,700 2,550
Feet
1 inch = 553 feet
NOTE: Some of the data outside of Broomfield may be incomplete
Exhibit E
County Ro
County Road 4
Interstate
B
Vista Pkwy
Mountain View Pkwy
Bonanza Dr
Sheridan Pkwy
County Road 7
State Highway 7
Interstate 25
Lowell Blvd
Preble Creek Pkwy
Sheridan Pkwy
United Pad 10 Wells
Northwest A Pad 9 Wells
Northwest B Pad 8 Wells
Interchange A Pad 10 Wells
Interchange B Pad 17 Wells
Huron St
Washington St
Northwest Pkwy
Livingston Pad 19 Wells
Future Broomfield Reservoir
A
Sheridan Pkwy
W 152nd Ave
Interstate 25

EASEMENT GRANT

THIS EASEMENT GRANT ("*Grant*") is made this _____ day of _____, 2017 by The City and County of Broomfield, whose address is One DesCombes Drive, Broomfield, Colorado 80020, hereinafter called **"*Grantor*"** or ***"City"*** (whether grammatically singular or plural), to Extraction Oil & Gas Inc., a Delaware Corporation, whose address is 370 17th Street, Suite 5300, Denver, CO 80202, hereinafter called ***"Grantee".*** Grantor and Grantee are collectively called *"**Parties**"* and individually "***Party.***" The Parties agree as follows:

WITNESSETH:

For and in consideration of Ten Dollars and 00/100ths ($10) and other good and valuable consideration, the receipt whereof is and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants to Grantee, its agents, successors and assigns, non-exclusive perpetual easements (each, an "Easement") for the purposes and uses described herein along certain rights-of-way and other property owned by the Grantor, situated in the City and County of Broomfield, State of Colorado, as described in the map attached hereto and incorporated herein by reference as Exhibit A (hereinafter referred to as the "Easement Areas"). A legal description of the mutually agreed as-built Easement Areas will be attached hereto as Exhibit B and, once attached, shall be incorporated into this Grant. The Parties acknowledge that any grant made for the use of an existing public right-of-way owned by the City shall be a shared use consistent with the requirements set forth in Chapter 14-10 of the Broomfield Municipal Code, the Amended and Restated Operator Agreement between the City and Operator, dated October 24, 2017 (the "Operator Agreement"), and other applicable federal, state, and local laws.

The conditions of this Grant are as follows:

1. This Easement, as granted by the Grantor to the Grantee, shall be for the purpose of entering, occupying and using laying, constructing, maintaining, operating, patrolling, repairing, replacing, accessing, surveying, placing, traveling across, using, installing, inspecting, relocating, rebuilding, changing in size, reconstructing, altering, marking, monitoring, improving, enlarging, abandoning, removing and reclaiming certain above and below ground pipelines (with fittings, tieovers, cathodic protection equipment, valves, manholes, gas meter/regulator stations, guardrails, fences, devices, launchers, receivers and valve stations and all appliances appurtenant thereto) for the transportation or transmission of oil, gas, petroleum products, water, electricity, hydrocarbons and other liquids or any other substances whether fluid, solid or gaseous, and any products, derivatives, combinations or mixtures of any of the foregoing and associated with crude oil along routes across the Easement Areas. All pipelines shall be below ground as set forth herein except for the water pipeline as shown on Exhibit A.

2. Grantee shall have and exercise all rights, privileges and benefits necessary or convenient for the full use and enjoyment of this Easement, including, but not limited to, the right of ingress and egress in, to, over, through and across the described Easement Areas and Grantor's lands lying adjacent to the Easement Areas, for any and all purposes needed for the full use and enjoyment of the right of occupancy or use provided for herein. Grantee shall lay all

below ground pipelines in the Easement Areas at a depth of not less than 48 inches below the surface of the ground, except for the pipelines traversing through Section 4 and Section 34, Township 1 South, Range 68 West, 6th P.M. along Huron Street between 160th Avenue and Highway 7, which will run not less than 92 inches deep below final grade. The width of the Easement Areas shall be one-hundred feet (100') during the initial construction and subsequent repairs, replacement, relocation, rebuilding, reconstruction, or removal of the Lines and, at all other times, the width of the permanent Easement shall be thirty feet (30').

3. Except as stated above, the Grantee shall not construct or place any permanent structure, building, improvement, or fixture on any portion of the above described of the Easement Areas. The Grantee may construct and permanently place pipeline markers and cathodic protection leads within the Easement Areas on an as needed basis to the extent such improvements are required by applicable regulations. Any other above-ground construction within the Easement Areas shall be subject to advance approval of Grantor, approval not to be unreasonably withheld.

4. After construction of the pipelines, as hereinabove referred to, Grantee shall repair and reclaim any damages it may cause to any public improvements located within or upon the Easement Areas, including but not limited to any damages to any public right- of-way, landscaping, sidewalks, streets, highways, trails, lighting, signage, signals, and utilities. Additionally, the Grantee shall repair and restore the general surface of the ground of the Easement Areas to the grade and condition it was in immediately prior to construction as near as practical, at the Grantee's sole cost and expense. Grantee shall repair and restore, at the Grantee's sole cost and expense, any publicly improved rights-of-way as required by the City's engineer. Grantee shall reclaim any disturbed surface area within the Easement Areas, including the removal of any excess earth resulting from installation by the Grantee, and shall reseed as needed utilizing native seed mix. All reclamation of the Easement Areas shall be at the sole expense of the Grantee. Grantee shall maintain the right to cut and keep the Easement Areas clear of all trees, brush and other obstructions that may injure, endanger or interfere with the construction and use of said pipelines.

a. Maintenance and General Operation. The Grantee shall at all times keep the Easement Areas, access roads used exclusively by them, and pipeline easements used exclusively by them safe and in good order and free of noxious weeds, litter and debris. The Grantee shall dispose of all litter, sewage, waste, and debris caused or created by Grantee off the Easement Areas at an appropriate disposal site. Grantee shall promptly reclaim and reseed the Easement Areas in accordance with the Operator Agreement and applicable federal, state, and local regulations and use reasonable efforts to prevent the release or discharge of any toxic or hazardous chemicals or wastes on the Property; provided, however, in the event of a release or discharge, Grantee shall comply with the terms of the Operator Agreement and applicable federal, state, and local regulations and any other applicable laws, rules, and regulations that apply to the release or discharge.

b. Water, Fluids and Waste. All water, fluids and waste of any nature whatsoever which are used, produced or discharged from the Grantees' operations or

facilities shall be used, produced and discharged in accordance with all applicable rules and regulations of the governmental authorities having jurisdiction over such matters. Further, all water, fluids and waste of any nature whatsoever which are used, produced or discharged in connection with the Grantees' oil and gas operations shall not be discharged on, in, under, or near the Easement Areas and shall be discharged and held only in a closed loop system. The Grantee shall implement industry standard management practices to avoid the spill, release or discharge of any pollutants, contaminants, chemicals, solid wastes, or industrial, toxic or hazardous substances or wastes at, on, in, under, or near the Easement Areas, including those set forth in the Operator Agreement. Any such spill, release or discharge, including without limitation, of oil, gas, grease, solvents, or hydrocarbons that occurs at, on, in, under, or near the Easement Areas shall promptly be remediated in compliance with applicable laws and the Operator Agreement. Any such spill, release or discharge that is reportable to regulatory authorities under applicable laws shall be reported to the owner of the Easement within 24 hours by telephone, fax, or e-mail, to be followed by copies of written notices that Grantee has filed with regulatory authorities within five business days after such filing.

5. The Grantee, by acceptance hereof, agrees to pay for damages to any existing or future public improvements to the Easement Areas which may arise from laying, constructing, maintaining, operations, repairing, replacing or removing said pipeline. Further, the Grantee agrees to pay for any relocations of the pipeline that are made at the request of the City, provided the City's request is made pursuant to Section 14-10-190 of the Broomfield Municipal Code. Any relocation requested by the City which is not subject to Section 14-10-190 shall be at the expense of the City.

6. The Grantee shall take reasonable measures to minimize erosion of the surface of the Easement Areas caused by its operations within the Easement Areas.

7. Grantor has retained the right to the use and occupancy of the Easement Areas insofar as such use and occupancy is consistent with and does not in any way interfere with or impair the grant herein contained and except as herein otherwise provided. Grantee acknowledges that Grantors current and planned uses of the Easement Areas include certain public improvements within the Easement Areas, including but not limited to, landscaping, public rights-of-way, public open space and open lands, sidewalks, streets, highways, trails, lighting, signage, signals, pipelines and utilities ("***Site Improvements***"). Any grant contained herein permitting the Grantee to use the public right-of-way for its operations shall be secondary to any public use of the right-of-way and shall be reconciled with any competing uses. Any use of public open space or open lands by the Grantee shall not unreasonably interfere with said public uses. Site Improvements may be installed in the Easement Area as long as such uses do not interfere with Grantee's rights as herein granted. Without limiting the generality of the foregoing, (1) there shall be no excavation or planting of deep rooted trees or shrubs by Grantor, or anyone acting on behalf of, or through Grantor, within fifteen feet (15') of the centerline of any installed pipeline; and (2) if Grantor desires to construct a fence, the fencing must be designed, installed and maintained by Grantor so that at all times the Easement Areas are passable by Grantee, its contractors, agents, and invitees, through a gate no less than fifteen feet

(15') wide and Grantee must be provided a key, access code, or other means of releasing any lock or security device on such gate. Grantee shall be allowed, upon notice to the City, to cut, prune, or otherwise control, shrubs, trees, and other vegetation which may adversely impact the Grantee's use of the Easement Areas. In the event any shrubs, trees, or other vegetation needs to be permanently removed so as not to adversely impact the Grantees use of the Easement Areas, the Grantee shall work with the City to identify a mutually agreeable solution. Any such maintenance activities initiated by the Grantee shall be at the Grantee's sole cost and expense. If Grantor builds, constructs, or permits to be built or constructed any obstruction, building, fence, landscaping, reservoir, engineering works or other structures or Site Improvements over, under or across the Easement Areas that interferes with Grantee's use of the Easement Areas, Grantor and Grantee will work to identify a mutually agreeable solution.

8. The Grantor warrants that he has full right and lawful authority to make the grant hereinabove contained, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in his title to the land involved or his right to make the grant hereinabove contained.

9. Each and every one of the benefits and burdens hereunder shall inure to and be binding upon the respective legal representatives, heirs, successors, executors, administrators, and assigns of the parties hereto.

10. All costs associated with the Grantee's use of the Easement Areas and the Grantee's responsibilities pursuant to this Agreement, including, but not limited to, costs associated with laying, constructing, maintaining, operating, patrolling, repairing, replacing and removing any of its pipelines or other improvements to the Easement Areas shall be borne by Grantee; and Grantee shall and does hereby agree to indemnify and hold Grantor harmless from all claims for damages or liens arising from the operation, use, laying, constructing, maintaining, operating, patrolling, repairing, replacing and removing of any of its pipelines or other improvements to the Easement Areas. Grantee assumes liability for injury to person and damage to the Easement Areas and other areas of the Grantor's property arising out of the Grantee's actions or omissions in using, occupying, and maintaining the Easement Areas. Nothing contained herein shall constitute any waiver by Grantor of the provisions of the Colorado Governmental Immunity Act or any other immunity or defense provided by statute or common law.

11. The Grantor reserves the right to cross pipeline and flowline easements at approximately right angles, and the Grantor shall also have the right to install and maintain easements that are adjacent to or within the Company's pipeline and flowline easements as depicted on Exhibit B for utility lines, including those for water, gas, sewer, electric, telephone, cable, television, fiber optics, other pipelines, and other utilities; provided, however: i) any new underground facilities which travel along a pipeline easement or flowline easement identified herein shall be located a distance horizontally of at least ten (10') feet from parallel existing pipelines and flowlines; ii) any new underground facilities shall have at least twenty-four (24) inches of vertical clearance between the new facility and a flowline or pipeline provided for herein; and iii) any overhead power lines shall be at least twenty (20') feet above the ground. In

certain areas depicted in Exhibit A the underground pipelines with run within the City right-of-way which will be a shared use of the City right-of-way with other public and private utility providers. Uses within the City right-of-way shall be in conformance with Chapter 14-10 of the Broomfield Municipal Code and all other local, state, and federal rules, regulations, and laws..

12. The Grantee hereby agrees to conduct its operations in accordance with the Operator Agreement and in a manner which prevents any contamination by oil, gas or other hydrocarbon substances or related exploration for, or development and production of oil, gas or other hydrocarbon substances at, on, under or near the Easement Areas. If contamination has been caused by the Grantee's operations, the Grantee shall immediately remediate and indemnify and hold the City harmless for such contamination at their sole expense. Any obligation of the Grantee to remediate and indemnify the Grantor shall include, but not be limited by, the following environmental obligations:

a. Environmental Indemnity. The environmental matters shall be governed exclusively by the following:

(i) "Environmental Claims" shall mean all Claims asserted by the Grantor, governmental bodies or other third parties for pollution or environmental damage of any kind, arising from operations on or ownership of the Easement Areas, and all cleanup and remediation costs, fines and penalties associated therewith, including any Claims arising from Environmental Laws or relating to asbestos or to naturally occurring radioactive material. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by any party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party.

(ii) "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or order of any governmental authority(ies), which relate to or otherwise impose liability, obligation, or standards with respect to pollution or the protection of the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 *et seq.*), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 *et seq.*), the Clean Water Act (33 U.S.C. §§ 466 *et seq.*), the Safe Drinking Water Act (14 U.S.C. §§ 1401-1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 *et seq.*), the Clean Air Act, and the Toxic Substances Control Act (15 U.S.C. §§ 2601 - 2629).

(iii) Indemnification. The Grantee shall protect, defend, indemnify, and hold harmless Grantor from any Environmental Claims relating to the Easement Areas or the associated oil and gas operations areas that arise out of the operations of the Grantee and their agents, employees, contractors and representatives of any Grantee pipeline or Grantee flowline easement on the

Easement Areas. This indemnity specifically covers, but is not limited to, the Grantee's use of the Easement Areas.

b. Exclusion From Indemnities. The indemnities of the Parties herein shall not cover or include any amounts which the indemnified party is actually reimbursed by any third party, net of reasonable attorney's fees and costs incurred by the indemnified party in recovering such amounts. The indemnities in this Agreement shall not relieve any party from any obligations to third parties.

c. Release. To the maximum extent permitted by applicable laws, the Grantee hereby release and waive and discharge the Grantor, its insurers, elected officials, respective managers, officers, directors, employees, agents, attorneys, successors, and assigns, from any and all liability for personal injury, death, property or other damage, or otherwise arising out of the Grantees' or their agents', employees', contractors' and representatives' operations under this Agreement or their use of the Easement Areas, unless such injury, death, or damage is the result of the City's negligence, gross negligence or willful misconduct.

13. The above and foregoing constitute all terms and conditions of this grant and no additional or different oral representation; promise or agreement shall be binding on Grantor or the Grantee with respect to the subject matter of this Grant. The Parties agree that this agreement remains subject to the Operator Agreement. To the extent that any provisions hereof conflict with any provisions of the Operator Agreement, such provisions of the Operator Agreement shall control and supersede any other term or provision hereof. This Grant is freely assignable without restriction.

14. The Grantee shall comply with all common law, statutory and regulatory laws, permit requirements and conditions, all regulations of the Colorado Oil and Gas Conservation Commission, and the standards contained in the oil and gas section of Broomfield's Comprehensive Plan, as such laws apply to its operations and use of the Easement Areas, including, but not limited to plugging and abandoning of oil and gas operations areas and pipelines in the Easement Areas in accordance with all applicable law. At the time the Easement Areas ceases to be used or useful by Grantee, it shall abandon and remove the pipeline in accordance with the Operator Agreement and all applicable law and this grant of easement shall terminate, with all indemnification provisions contained in this Easement Grant surviving such termination.

15. **Notices.** Any notice required or permitted under this Grant shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed to the following:

If to the Grantor:

City and County Manager
City and County of Broomfield
One Descombes Drive
Broomfield, Colorado 80020

If to Grantee:

Extraction Oil & Gas, Inc.
Attn: Legal Department
370 17th Street, Suite 5300
Denver, Colorado 80202

Notices mailed in accordance with the provisions of this Paragraph shall be deemed to have been given upon mailing. Notices personally delivered shall have been deemed to have been given upon delivery. Either party may change its address by giving notice thereof to the other party in the manner provided in this Paragraph.

16. Grantee shall record an original of this Grant and any amendments thereto in the records of the City.

17. The failure of either party to exercise any of its rights under this Grant shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have entered into this as of the day and year first set forth above.

EXTRACTION OIL & GAS, INC.

_____

Matthew R. Owens, President

STATE OF COLORADO)

)ss

COUNTY OF _____)

The foregoing easement was acknowledged before me this _____ day of _____ 2017, by _____.

Witness my hand and official seal.

(SEAL)

_____

Notary Public

My commission expires _____

CITY AND COUNTY OF BROOMFIELD

_____

Mayor

ATTEST:

_____

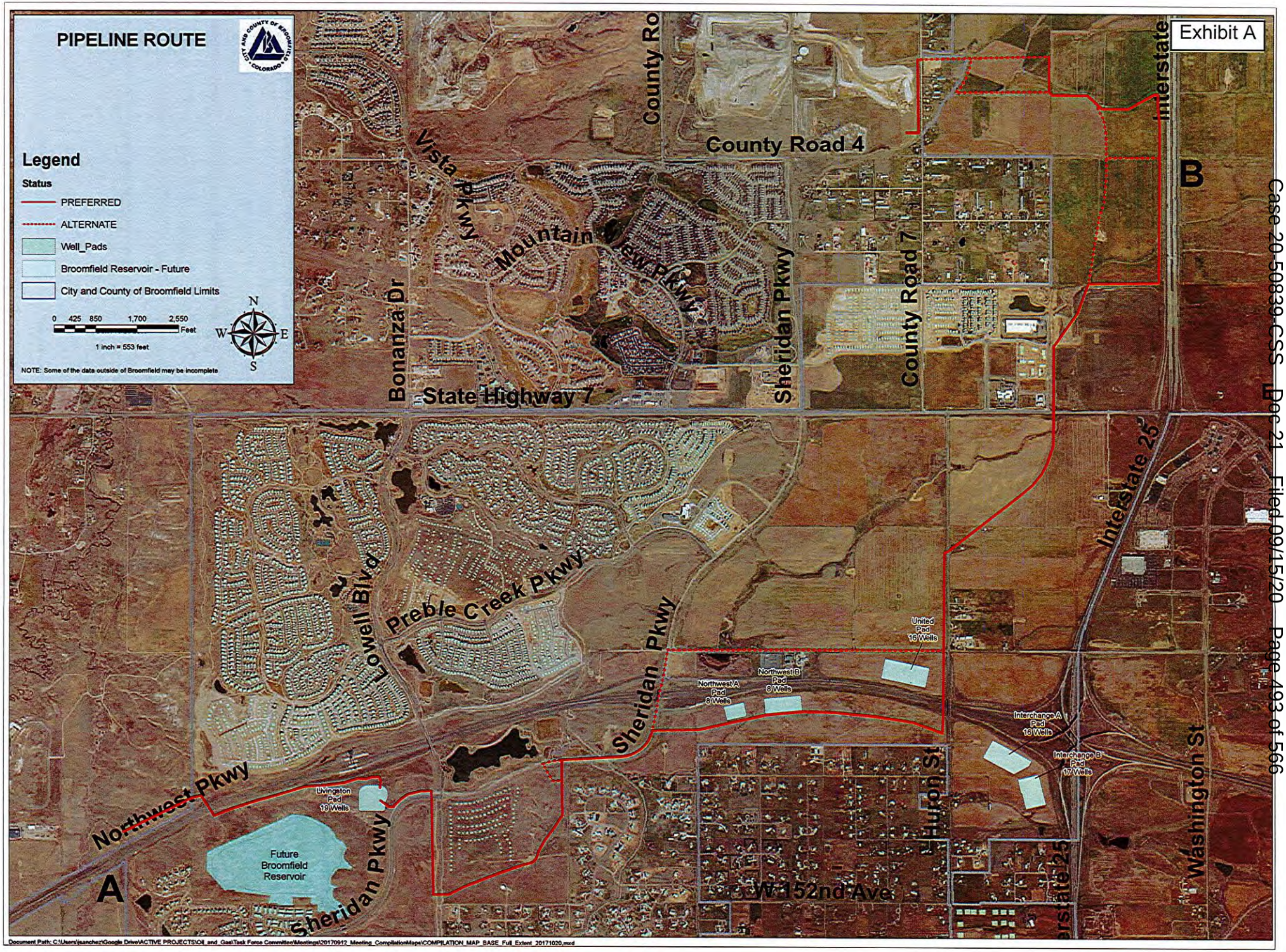
CITY AND COUNTY CLERK

APPROVED AS TO FORM:

CITY AND COUNTY ATTORNEY

EXHIBIT A

Pipeline Route



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Exhibit B

As-Built Legal Description of the Easement Areas

EXHIBIT G
Insurance Requirements

During the term of the Agreement, Operator shall comply with the following requirements:

1. Operator shall maintain or cause to be maintained, with insurers authorized by the state of Colorado and carrying a financial strength rating from A.M. Best of no less than A- VII (or a similar rating from an equivalent recognized ratings agency), at a minimum, the following types of insurance with limits no less than the amounts indicated:

A. Commercial General Liability insurance on an occurrence based form including coverage for bodily injury or property damage for operations and products and completed operations with limits of not less than $1,000,000 each and every occurrence.

B. Automobile Liability insurance with limits of not less than $1,000,000 each and every occurrence.

C. Workers' Compensation insurance - Statutory Workers' Compensation Coverage for the employee's normal State of employment/hire. Including Employer's Liability insurance – with limits of not less than $1,000,000 Each Accident, Disease–Each Employee, Disease–Policy Limit.

D. Control of Well/Operators Extra Expense insurance – with limits of not less than $10,000,000 covering the cost of controlling a well that is out of control or experiences a blowout, re-drilling or restoration expenses, seepage and pollution damage resulting from an out of control well or blowout as first party recovery for the operator and related expenses, including, but not limited to, loss of equipment and evacuation of residents.

E. Umbrella/Excess Liability – in excess of General Liability, Employer's Liability, and Automobile Liability with limits no less than $25,000,000 per occurrence; provided, however, that for so long as the Construction Phase, Drilling Phase or Completions Phase is ongoing at any of the Well Sites, Operator will maintain such insurance with limits no less than $100,000,000 per occurrence.

F. Environmental Liability/Pollution Legal Liability insurance – with limits of not less than $5,000,000 per pollution incident, with coverage being required beginning with the date that is eight (8) years from the date of first production from the first New Well (the "Required Date"). Coverage must include gradual pollution events. This insurance may be on a claims-made basis, however the retroactive date must precede the Required Date in order to cover all New Wells and Well Sites.

2. Operator shall waive and cause its insurers under the above policies to waive for the benefit of the City any right of recovery or subrogation which the insurer may have or acquire against BROOMFIELD or any of its affiliates, or its or their employees, officers or directors for payments made or to be made under such policies.

3. As it pertains to the risks and liabilities assumed by Operator under this Agreement, Operator agrees to add the City and its elected and appointed officials and employees as Additional Insureds under general liability (including operations and completed operations), auto liability and umbrella liability.

4. Operator shall ensure that each of the policies are endorsed to provide that they are primary without right of contribution from the City or any insurance or self-insurance otherwise maintained by the City, and not in excess of any insurance issued to the City.

5. Operator shall ensure that each of the policies above (excluding workers' compensation and OCC/COW) are endorsed to state that the inclusion of more than one insured under such insurance policy shall not operate to impair the rights of one insured against another insured and that the coverage afforded by each insurance policy shall apply as though a separate policy had been issued to each insured.

6. All policies shall be endorsed such that they cannot be canceled or non-renewed without at least 30 days' advanced written notice to the Operator and the City, evidenced by return receipt via United States mail, except when such policy is being canceled for nonpayment of premium, in which case 10 days advance written notice is required. Language relating to cancellation requirements stating that the insurer's notice obligations are limited to "endeavor to" are not acceptable.

7. Operator shall, prior to permit issuance, deliver Certificates of Insurance reasonably acceptable to the City confirming all required minimum insurance is in full force and effect.

8. Deductibles or retentions shall be the responsibility of Operator. Deductibles or retentions must be listed on the Certificate of Insurance required herein and are subject to the reasonable approval of the City.

9. Operator shall require any of its subcontractors to carry the types of coverage and in the minimum amounts in accordance with the requirements set out in Section 1.A, 1.B and 1.C. Operator agrees that it shall be responsible for any damage or loss suffered by the City as a result of non-compliance by Operator or any subcontractor with this section.

10. In the event that Operator's coverage lapses, is cancelled or otherwise not in force, the City reserves the right to obtain insurance required herein and charge all costs and associated expenses to Operator, which shall become due and payable immediately.

11. In the event that the coverage required by Section 1.F is not widely available to operators in the Denver-Julesburg Basin, in lieu of the coverage required by Section 1.F, Operator and the City shall establish a joint escrow account that shall be used to satisfy any obligations of Operator that would have otherwise have been covered by the coverage required by Section 1.F. Operator shall fund such account with an amount equal to $5,000.00 per New Well then-producing (the "Per Well Amount"). The aggregate amount to be placed into the account shall be re-visited on an annual basis based on the then-number of producing New Wells. The Per Well Amount shall be adjusted each year by the increase or decrease in the Consumer Price Index issued by the United States Bureau of Labor Statistics for the Denver – Boulder metropolitan area. Any interest accrued in the account shall be credited towards the Operator's required contributions to the account and any excess amounts in the account above and beyond the amount required by this provision shall be promptly returned and released to Operator.

Exhibit H

SURFACE USE AGREEMENT

This Surface Use Agreement (hereinafter "**Agreement**"), is made and entered into effective this 24th day of October, 2017 (the "**Effective Date**"), by and between Extraction Oil & Gas, Inc. ("**Operator**" or "**Extraction**"), a Delaware corporation located at 370 17th Street, Suite 5300, Denver, CO 80202 and the City and County of Broomfield, Colorado, a municipal corporation, with an address of One DesCombes Drive, Broomfield, Colorado 80020 ("**Surface Owner**" or "**City**"). Operator and Surface Owner may each be referred to herein individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

WHEREAS, City owns the surface and the minerals of certain lands located in City and County of Broomfield, which are more particularly described as:

TOWNSHIP 1 SOUTH, RANGE 68 WEST, 6th P.M.
Section 9: Part of the N½ of Section 9, the City and County of Broomfield, State of Colorado and also designated as City and County of Broomfield Open Space ("**Open Space**"); and

TOWNSHIP 1 SOUTH, RANGE 68 WEST, 6th P.M.
Section 7: Part of the NE¼ of the SE¼ of Section 7, the City and County of Broomfield, State of Colorado and also designated as City and County of Broomfield Open Lands ("**Open Lands**") on which the Livingston 43-7 well is currently owned and operated by Operator

Both as more particularly depicted on the map attached hereto as **Exhibit A** (the "**Surface Lands**" or "**Lands**");

WHEREAS, Operator owns interests in oil and gas leases covering lands adjacent to and including the Surface Lands (the "**Leases**");

WHEREAS, Operator intends to explore, develop, drill, construct, complete, produce, maintain, rework, operate, plug and abandon, and reclaim horizontal oil and gas wells ("**Northwest and United Wells**" and "**Livingston Wells**" or "**New Wells**") from the Surface Lands for purposes of producing oil, gas and other minerals from the Leases and other nearby lands. New Wells shall be located on the oil and gas Well Sites described on **Exhibit B** attached hereto known as production pads for the Northwest A & B and United B Well Site (the "**Northwest & United Well Sites**") and the Livingston Well Site (the "**Livingston Wells**", and collectively with the Northwest & United Well Sites, the "**Well Sites**");

WHEREAS, it is necessary that Operator enter, occupy and use a portion of the Surface Lands to explore, survey, develop, drill, construct, complete, produce, maintain, rework, operate, plug and abandon, and reclaim the Surface Lands of the New Wells, and all Facilities associated therewith including for Oil and Gas Operations. "**Oil and Gas Operations**" has the meaning set

forth for such term in the 100 Series of the Rules and Regulations of the Colorado Oil and Gas Conservation Commission ("**COGCC**");

WHEREAS, Operator also desires to access and use on a non-exclusive basis the surface and subsurface of certain portions of the Lands in connection with Operator's Oil and Gas Operations for the construction, use, and maintenance of access roads (including existing roads on the Lands) (**"Access Roads")**, oil, gas and water pipelines (the "**Pipelines**"), and the installation and location of electrical power lines and other specialized equipment necessary to support its Oil and Gas Operations, including but not limited to constructing production facilities, emission control devices, vapor recovery towers, vapor recovery units, flowlines, gathering lines, gas gathering systems, temporary above ground water lines, temporary above ground completion fluid lines or fresh water lines, separators, pig launchers, compressor sites, and receivers (each a "**Facility**" or collectively **"Facilities"**);

WHEREAS, the location of necessary Access Roads, Pipelines, and Facilities are more particularly depicted on the map attached hereto as **Exhibit C**;

WHEREAS, it is expected that Operator will need to use approximately thirty-two and one-half (32.5) acres of the City's Lands for its Oil and Gas Operations and related Facilities;

WHEREAS, the Pipelines will connect wells to be developed at approved sites where Operator has rights to drill New Wells on the property pursuant to an Amended and Restated Oil and Gas Operator Agreement ("**Operator Agreement**");

WHEREAS, the Operator Agreement shall be approved by City Council Resolution and executed contemporaneously with this Agreement and will have an effective date coinciding with the Effective Date of this Agreement;

WHEREAS, the Parties desire to enter into this Agreement to establish their respective rights and obligations with respect to the Surface Lands in accordance with the terms and provisions set forth herein, with such terms and provisions being expressly subject to the terms and conditions of the Operator Agreement entered into on even date herewith;

WHEREAS, all terms defined herein are intended to be consistent with the definitions set forth in the Operator Agreement and will have the definition set forth in the Operator Agreement, if available, and in the event of any inconsistency between the Operator Agreement and this Agreement, the Operator Agreement shall control; those terms not defined in the Operator Agreement but defined herein will have the definition set forth herein;

WHEREAS, Operator is the successor-in-interest to the Surface Use Agreement (the "**Prior SUA**") between the Surface Owner and Noble Energy, Inc., and approved by the City Council for the City and County of Broomfield on November 13, 2012, and recorded at Reception No. 2012014944 and is the successor-in-interest to a Use by Special Review ("**USR**") Permit that was approved by the City on July 12, 2011 and recorded at Reception No. 2011006781; and

WHEREAS, the City is willing to confirm and expressly convey to Operator rights to the Surface Lands as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated by reference and the Parties agree that they are true and correct.

2. **Livingston Well and Lands Presently Subject to the Prior SUA**. Operator presently owns and operates the Livingston 43-7 Well generally located in the NE/4SE/4 of Section 7, Township 1 South, Range 68 West (the "**Livingston Well**"). The Livingston Well is located on lands subject to the Prior SUA as discussed in Recital D and in other provisions of the Prior SUA. The Parties agree that Operator may continue to operate, maintain and produce from the Livingston Well and related facilities, subject to the requirement to plug and abandon such well in accordance with Section 8 of the Operator Agreement. All provisions of the Prior SUA and the USR permit limited to those applicable to the operation of the Livingston Well and related facilities, including those provisions relevant to access, roads, flowlines and pipelines, and compliance with state and local regulations, will remain in full force and effect until such time as Operator plugs and abandons such well in accordance with Section 8 of the Operator Agreement. After the Effective Date, the development of any New Wells and related facilities on or near lands subject to the Prior SUA shall be governed by the terms of the Operator Agreement and by this Agreement.

3. **Surface and Subsurface Use Rights**. City hereby grants Operator the non-exclusive right for it, its agents, employees, and contractors, and their agents and employees, to enter upon and conduct Oil and Gas Operations, including the use of all required Facilities, upon the surface and subsurface of the City's Lands, as such Lands are more particularly described in **Exhibit A**. This grant shall be pursuant to the terms and conditions described herein and in accordance with the Operator Agreement. Any use of the Lands or Surface Lands by the Operator shall be limited to such uses.

4. **New Wells and Well Sites**. The locations of New Wells and all associated Facilities to be constructed on the Surface Lands on the Well Sites have been discussed in negotiations between the City and the Operator and have been defined and designated in the Operator Agreement. New Wells may only be located upon the Well Sites as generally shown on **Exhibit B**. The Operator shall have exclusive use of the Well Sites until all drilling and completion phases of the Operator's Oil and Gas Operations have been completed for each individual Well Site; provided, however, nothing in this Agreement shall limit any of the City's rights of entry and inspection of the Well Sites as set forth in the Operator Agreement. Once all drilling and completion phases have been completed on any individual Well Site, such Well Site shall automatically reduce to only such portions of the Surface Lands that are reasonably

required for the Operator to safely conduct the operational phase of its Oil and Gas Operations. Any portion of the Surface Lands removed from a Well Site ("Reclaimed Premises") shall be considered a Shared Premises in accordance with Section 5 herein; provided that, some or all of such Reclaimed Premises may be re-utilized by Operator on a temporary basis from time to time as necessary to conduct maintenance, workover, re-entry or other well work so long as any such Reclaimed Premises are again reclaimed in accordance with this Agreement following such temporary use. Operator shall have the right to locate, build, repair and maintain Facilities of the New Wells within the Well Sites, in accordance with the terms and conditions of the Operator Agreement.

5. **Shared Premises.** Each Party hereby agrees and consents to each other Party's right, on a non-exclusive basis, to the use and access of those certain portions of the surface of the Surface Lands (collectively, "**Shared Premises**"), that are not Well Sites, provided that such use by any Party shall remain subject to the terms of this Agreement.

6. **Pipelines, Gathering Lines, Lines and Flowlines.**

6.1 **Grant of Easement**. Surface Owner hereby grants, conveys and warrants to Operator, its agents, successors and assigns, a non-exclusive permanent and perpetual right-of-way and easement ("**Easement**") to enter upon the Surface Lands and occupy and use the areas described on **Exhibit C** (the "**Easement Area**"), subject to the Term as set forth in Section 15 of this Agreement. The Easements are subject to the terms, conditions and limitations herein and subject to all existing easements and rights-of-way and all existing Surface Owner improvements, if any, located on, over or under the Surface Lands and shall be Shared Premises under this Agreement. Operator shall cross existing Surface Owners rights-of-way at the designated locations. The route and course of the right-of-way and easement granted and conveyed are more particularly described on **Exhibit C**. The width of the Easement Area shall be one-hundred feet (100') during initial construction and during subsequent repairs, replacement, relocation, rebuilding, reconstruction, or removal of the Lines (as defined below) and, at all other times, the width of the Easement Area shall be thirty feet (30'). In consideration for the grant of the Easement, Operator shall make a cash payment to the Surface Owner in an amount equal to $20.00 per linear foot for the length of the Easement Area within the Open Space and there shall be no payment for use of the Easement Area within the Open Lands.

6.2 **Scope of Easement**. The Easement granted to Operator is limited in scope to the following permitted rights: to survey, lay, place, travel across, use, construct, maintain, inspect, operate, repair, replace, relocate, modify, rebuild, change the size of, reconstruct, mark, monitor, abandon, remove and reclaim a pipeline and/or transmission line system consisting of one or more pipelines, electric power lines, equipment and appurtenances (collectively, the "**Lines**"), all of which shall be below ground, for the transportation or transmission of oil, gas, petroleum products, produced water, electricity, hydrocarbons and any other substances, whether electronic, fluid, solid or gaseous, and any products, derivatives, combinations or mixtures of any of the foregoing, in, on, over, under, or through the Easement Area except for the fresh water line that will carry fresh

water above ground from the Weber H Unit 1 Well Pad, which was approved by the City on February 12, 2013 for a use by special review permit by Resolution No. 2013-22, to the New Well Sites. Operator shall have all rights, privileges and benefits necessary or convenient for the full use and enjoyment of this Agreement, including but not limited to, the right of ingress and egress in, to, over and through the Surface Lands for the exercise of each of the permitted rights granted herein and in the Operator Agreement, as well as the right to maintain, add to, increase or decrease the diameter of any replacement Lines, modify, repair, replace or remove the Lines, and to replace all or any part of the Lines or any portion thereof by first laying replacement Lines.

6.3. **Temporary Work Easement**. During the initial and any subsequent construction of the Lines, Surface Owner does hereby grant to Operator the right, as reasonably needed from time to time, to additional temporary workspace on and adjacent to the Surface Lands in order to access, travel across, use, survey, construct, maintain, inspect, operate, repair, alter, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove the Lines or install additional equipment or appurtenances. Operator will require one-hundred feet (100') feet in width of temporary work easement in order to complete the necessary work to bury the Lines at least 48 inches beneath the surface and complete other repairs, replacement, relocation, rebuilding, reconstruction, or removal of the Lines. Operator may install and operate temporary Lines on the surface while permanent Lines are being constructed, repaired, or maintained. Any temporary surface Lines shall be limited in use, and shall not be used for any period of greater than 90 days without the express written authorization of the City.

6.4. **Limitations of Use**. Operator acknowledges and agrees that City utilizes the Surface Lands for its water line (the "**Water Line**"), and that any Lines installed by Operator hereunder shall be separated from Surface Owner's Water Line. City retains the right to the use and occupancy of the Easement Area insofar as such use and occupancy is consistent with and does not in any way interfere with or impair the rights herein granted. Operator agrees that its use of the Easement Area is non-exclusive and that other uses, including pipelines and utilities, may be installed in the Easement Area as long as such uses do not interfere with Operator's rights as herein granted. City agrees not to build, construct, or permit to be built or constructed any building, fence, landscaping, reservoir, engineering works, or other structures or improvements over, under or across the Easement Area which may interfere with the Operator's use of the Easement Area without prior written consent of Operator which consent will not be unreasonably withheld. The Parties acknowledge that City may use the Easement Area for public access and may construct an access drive, fence, landscaping, signs, sidewalk, or trail upon or within the Easement Area provided such improvements do not interfere with the Operator's use of the Easement Area.

Lines shall be placed on certain specified locations called "**Line Easements**", which are depicted on **Exhibit C**. Any deviation of the location of the Line Easements shall be mutually agreed upon in writing giving due consideration to utilizing the most direct economic routing and such agreement shall not be unreasonably withheld,

conditioned or delayed. If any Lines require relocation at City's written request, City shall provide written notice of the request with an alternative route and allow a reasonable amount of time for Operator to construct the alternative Line route and tie in. Operator may not object to any such relocation so long as relocation is reasonable and feasible from a technical and engineering standpoint and complies with all applicable rules and regulations and received notice and the time to construction the alternative route. All such relocations shall be at City's cost and expense as hereafter described. Operator shall abandon any portion of a Line, Easement Area, or Line Easements that will no longer be used for its operations. All abandoned flowlines or pipelines shall be abandoned in accordance with the Operator Agreement, the COGCC, and local, state and federal regulations. Additionally, Operator will provide notice to the City in writing of the abandonment and a map showing the location of the abandoned pipeline.

6.5 **Power Lines**. Operator will consult with City and, if applicable, with an independent power company supplying power to Operator with respect to the location of power lines prior to construction. All power lines will be underground in accordance with City policy.

7. **Access Roads**.

7.1 **Access Roads**. City agrees to allow Operator to construct new access roads or improve existing access roads on the Surface Lands at Operator's own expense (the "**Access Roads**"). The Access Roads shall be on the locations depicted on **Exhibit C**.

7.2 **Existing Access Roads**. With respect to Access Roads existing as of the Effective Date, Operator shall maintain such Access Roads in at least as good or better condition as such roads are found prior to Operator's use. The Operator retains the right to abandon use of an Access Road at any time. There will not be any additional consideration for use of the Access Roads.

7.3 **Grant of Easement**. Owner hereby grants to Operator, its successors and assigns, a non-exclusive right-of-way and easement over and across the Surface Lands for purposes of vehicular and pedestrian ingress, egress and regress. The location of the right-of-way and easement is more particularly described and shown on the survey included on **Exhibit C** (the "**Road Access Area**"). The Road Access Area shall be a Shared Premises under this Agreement.

7.4 **Maintenance**. Operator shall have the financial responsibility for maintenance of the Access Roads. Maintenance of the Access Roads shall include the use of preventive measures as are necessary to mitigate dust and maintain the surface of the Access Roads in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability.

7.5 **No Interference with Use**. Neither Party shall use the Access Roads in

any manner that would interfere with or be inconsistent with the other Party's use thereof. The Parties acknowledge that the City may use the Access Roads for authorized City use and shall also be permitted to allow use otherwise in accordance with City regulations for Open Space and Open Lands, as applicable, provided that such use does not interfere with the Operator's use of the Access Roads. The Parties acknowledge that the City shall be permitted to construct fencing, landscaping, signage, sidewalks or trails adjacent to the Access Roads.

8. **Location of New Wells, Access Roads and Facilities**. The City and the Operator have discussed the locations of New Wells, the Access Roads and all associated Facilities to be constructed on the Surface Lands and shall be located as provided in the Operator Agreement or this Agreement.

9. **Modifications and Variances Affecting Surface Use**. Modifications and variances to the designated Oil and Gas Operations areas may be required from time-to-time at the request of the Surface Owner or the Operator. The Operator agrees to consider such variances or modifications to COGCC rules, Broomfield Municipal Code or other law as requested by the Surface Owner for surface use pursuant to this Agreement and agrees to prepare the modification or variance requests according to the applicable rules, regulation and laws. The Surface Owner also agrees to consider the Operator's requests for modifications or variances sought by Operator, with consent to such requests to not be unreasonably withheld, conditioned or delayed. It is also understood and agreed that additional Access Roads and Facilities located outside of the designated operating areas may be necessary for Operator's activities and in these circumstances Surface Owner and Operator agree to designate a mutually agreeable location for said Access Roads and Facilities. Operator agrees not to use any more of the surface of the Surface Lands than is reasonably necessary to conduct its operations.

10. **Best Management Practices**. The Oil and Gas Operations on the Well Sites shall be conducted in accordance with the BMPs set forth in **Exhibit B** to the Operator Agreement.

11. **Reclamation**. Operator shall reclaim any disturbed areas in accordance with the terms of the Operator Agreement.

12. **Conduct of Operations**. Operator's operations on the Surface Lands will be conducted pursuant to the terms of this Agreement, the Operator Agreement, the rules and regulations of the COGCC, applicable Colorado statutes and case law, and any applicable federal statutes and case law. This Agreement does not grant or otherwise vest in the Surface Owner a private right to enforce the rules and regulations of the COGCC or any other state statute, rule or law.

13. **City's Cooperation and Assistance with Operator's Other Regulatory Filings.** In the Operator Agreement and this Agreement, the City and Operator have reached agreement

on the location and other matters relating to designated Well Sites from which the Operator may drill, complete, and operate New Wells. The Operator Agreement and this Agreement also, among other things, established BMPs and other comprehensive processes by which the Operator will provide advance notice to the City of proposed oil and gas operations and otherwise work with the City as those operations move forward. As a result, the City agrees that, so long as Operator is in compliance with the terms of the Operator Agreement and this Agreement:

(a) the City hereby waives any right it may have under COGCC Rules or other law, as presently enacted or amended in the future, to receive advance notice of, or consult with the Operator about, proposed oil and gas operations subject to this Agreement. This waiver includes, but is not limited to, a waiver of the City's right, if any, to receive notice and consult with the Operator as provided in COGCC Rules 305, 305A and 306. The City agrees that the Operator may submit a copy of this Agreement to the COGCC as evidence of this waiver by the City.

(b) the City hereby waives any right it may have under COGCC rules or other law, as presently enacted or amended in the future, to protest or otherwise object to any permit application or other regulatory filings by Operator with the COGCC or any other government. This waiver includes, but is not limited to, a waiver of the City's right, if any, to receive notice and consult with the Operator as provided in COGCC Rule 303. The City agrees that the Operator may submit a copy of this Agreement to the COGCC as evidence of this waiver by the City.

(c) the City hereby waives any right it may have under COGCC rules or other law, as presently enacted or amended in the future, to protest or otherwise object to any setback proposed for a New Well by Operator with the COGCC or any other government. This waiver includes, but is not limited to, a waiver of the City's right, if any, to receive notice and consult with the Operator as provided in COGCC Rule 603. The City agrees that the Operator may submit a copy of this Agreement to the COGCC as evidence of this waiver by the City.

14. **Surface Use Payment**. The Parties acknowledge that prior compensation has been paid by Operator for surface use hereunder of the Livingston Well Site. The Parties intend that, in exchange for Operator's surface use hereunder of the Northwest & United Well Sites, which are designated as open space lands by the City, that Operator will convey to the City approximately thirty-nine (39) acres of other lands, as described in more detail on **Exhibit D** (the "**Exchange Lands**"), and the cash payment of a surface damage payment in the amount of $650,000 (the "**Cash Payment**") and the Operator will execute a special warranty deed no later than March 1, 2018 to convey the Exchange Lands to the City (the "**Conveyance Agreement**"), a form of which is attached hereto as **Exhibit E**. Operator will apply for a minor subdivision with the City to allow for a conveyance of the Exchange Lands to the City. City Council for the City has approved this Agreement at a public meeting through Resolution and has determined that the Exchange Lands and the Cash Payment are just compensation for Operator's surface use hereunder of the Northwest & United Well Sites and for the other use of the Surface Lands set forth in this Agreement.

15. **Term, Abandonment and Reclamation.** This Agreement will be effective upon City Council's approval by resolution and signature by both Parties (the "**Effective Date**"), and will continue in full force and effect as long as the Operator has operations or owns or controls wells at the Well Sites and has Oil and Gas Operations at the Well Sites ("**Term**"), unless and until terminated as herein provided or unless otherwise terminated by law. The Term shall be extended if it is necessary for the Operator to access the Surface Lands to plug and abandon the New Wells and to reclaim the Surface Lands as provided in this Agreement and for such other purposes as necessary to comply with the BMPs, the rules and regulations of the COGCC or any other government or other law. The Term of the Agreement will hereby continue until such wells are plugged and the land is reclaimed consistent with the BMPs, the rules and regulations of the COGCC or any other government or other law. The provisions of Section 23 shall survive following the end of the Term.

16. **Limitations on Use.** Operator shall not commit or permit any waste, injury or nuisance upon the Surface Lands, and shall not use or permit the Surface Lands to be used for any purpose contrary to state or federal law.

17. **Taxes.** Surface Owner shall pay any property taxes or taxes attributable to the Surface Lands assessed, due and payable against the Surface Lands during the Term of this Agreement.

18. **Surface Lands Excluded from New Special Taxing Districts**. To the extent not prohibited by law, the City and Operator agree that the City shall not take any affirmative action to approve, without Operator's written consent, the inclusion any of the Well Sites or any of the Surface Lands used by Operator for Oil and Gas Operations in any new or materially modified special districts or limited purpose governmental entities organized pursuant to the Colorado Special District Act, Article 1 of Title 32 of the Colorado Revised Statutes, or any other similar Colorado statutes or laws.

19. **Mineral Lands Excluded from New Special Taxing Districts**. Operator represents that, at present, it owns certain oil and gas leasehold or other mineral interests in the Lands (the "**Minerals**"). To the extent not prohibited by law, the City and Operator agree that the City shall not take any affirmative action to approve, without Operator's written consent, the inclusion of the Well Sites or any of the Minerals in any new or materially modified special districts or limited purpose governmental entities organized pursuant to the Colorado Special District Act, Article 1 of Title 32 of the Colorado Revised Statutes, or any other similar Colorado statutes or laws.

20. **Representations**. Each Party represents that it has the full right and authority to enter into this Agreement, and Surface Owner specifically confirms its capacity to validly execute the rights of way and easements provided herein. Surface Owner represents that it owns certain oil and gas leasehold interests on the Lands. Operator represents, and specifically asserts, that it does not have the right to bind any other oil and gas leasehold interest owner, mineral owner, lessee, or assignee for the Property.

21. **Successors and Assigns.** The Parties may transfer their respective rights or

interests in the Surface Land. No Party shall assign, sublet, mortgage, or otherwise transfer or encumber this Agreement or any right or privilege contemplated herein, without the prior written consent of each other Party hereto, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement constitutes an easement, right-of-way, and covenant running with the Surface Lands and will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective successors, affiliates, administrators, trustees, executors, and assigns.

22. **Notices.** Any notice or other communication required or permitted under this Agreement shall be given in writing either by i) personal delivery; ii) expedited delivery service with proof of delivery; or iii) United States Mail, postage prepaid, and registered or certified mail with return receipt requested, addressed as follows:

If to OPERATOR:

Extraction Oil & Gas, Inc.
370 17th Street, Suite 5300
Denver, CO 80202
Attention: Land Department

If to SURFACE OWNER:

City & County Manager
City and County of Broomfield
One DesCombes Dr.
Broomfield, CO 80020

with a copy to:

City & County Attorney
City and County of Broomfield
One DesCombes Dr.
Broomfield, CO 80020

Any Party may, by written notice so delivered to the other Party, change the address or individual to whom delivery shall thereafter be made.

23. **Indemnification and Hold Harmless Provisions**.

a. **Each Party Responsible for Its Operations/Ownership**. Each Party shall be and remain responsible for all losses, claims, damages, demands, court awards, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation, attorneys' fees and other costs associated therewith (all of the foresaid collectively referred to "**Claims**"), arising out of or connected with each such Party's ownership or operations on the Surface Lands, regardless of when asserted, subject to

statute of limitations. The provisions in this section do not, and shall not be construed to, create any rights in persons or entities not a party to this Agreement, nor does it create any separate rights in Parties to this Agreement, other than the right to be indemnified or held harmless for Claims as specifically provided herein.

b. **Operator's Hold Harmless, Indemnity and Release Agreement**. Operator shall release, defend, indemnify and hold the City and its Representatives harmless against all Claims that are threatened or awarded or incurred as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone including, but not limited to, any person, firm, partnership, or corporation arising out of any action, inaction or act of commission by the Operator or any of its Representatives in the Operator's operations on or development of the Surface Lands to the extent the Claim is attributable to the action, inaction or act of commission of the Operator or its Representatives. This hold harmless provision running from the Operator to the City applies to all matters, including Environmental Claims (as defined below).

c. **Environmental Claims**. "**Environmental Claims**" shall mean all Claims asserted by the City, governmental bodies or other third parties for pollution or environmental damage of any kind, arising from Oil and Gas Operations on or ownership of Surface Lands or ownership of oil and gas interests or oil and gas leasehold interests by the Operator on the Surface Lands, whichever is applicable, and all cleanup and reclamation and/or remediation costs, fines and penalties associated therewith, including any Claims arising from any federal or state environmental laws. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by any Party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party.

d. **Release**. Operator hereby releases, waives and discharges the City and its Representatives (the "**City Group**") from any and all liability for personal injury, death, property or other damage, or otherwise arising out of Operator's Oil and Gas Operations, actions, inactions or act of commission of the Operator or its Representatives under this Agreement, unless such injury, death or damage is the result of the City's negligence or willful misconduct or that of a member of the City Group.

e. **Exclusion from Indemnities and Hold Harmless Provisions**. The indemnities or hold harmless agreements of the Parties in this section shall not cover or include any amounts which the indemnified Party is actually reimbursed for by any third party. The indemnities in this Agreement shall not relieve any Party from any obligations to third parties.

24. **Injunctive Relief.** No section of this Agreement shall restrict either Party's right to seek injunctive relief or specific performance. Each Party shall be entitled to enforce specifically the terms and provisions of this Agreement in addition to any other remedy to which such holder may be entitled at Law, in equity, or otherwise.

25. **Further Assurances**. The Parties agree to execute and deliver such other documents as are reasonably necessary in order to effectuate the terms and intent of this Agreement.

26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. The Parties waive the right to trial by jury with respect of any action, suit, or proceeding arising out of or relating to this Agreement or any contemplated transaction.

27. **Insurance.** Operator shall maintain insurance at all times during the Term of this Agreement in accordance with the terms and conditions set forth on **Exhibit H** to the Operator Agreement.

28. **Third-Party Beneficiaries**. Nothing herein, express or implied, is intended to or does confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

29. **Binding Effect**. This Agreement, all provisions, and the covenants and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors, and assigns. Surface Owner agrees to contact any and all tenants of Surface Lands or other third parties utilizing the surface of the Surface Lands that may be affected by Operator's activities on the Surface Lands. It will be Surface Owner's sole responsibility to advise such third parties of the existence of this Agreement and Operator's right to utilize the surface of the Surface Lands pursuant to this Agreement for the payment of any consideration, if any, due such third party from Surface Owner.

30. **Recording**. The Parties agree Operator may record this Agreement in the real estate records of City and County of Broomfield, Colorado.

31. **Entire Agreement**. This Agreement and all its attachments, together with the Conveyance Agreement, Operator Agreement, Pipeline Easement Agreement and Settlement Agreement (the "**Other Agreements**") constitute the complete and exclusive statement of the entire understanding between and among the Parties regarding the matters addressed herein. This Agreement supersedes any prior agreements or understandings regarding the matters addressed herein, whether written or oral. In the event that there are conflicting terms between this Agreement and the Other Agreements, the terms of this Agreement shall control. This Agreement and the Other Agreements include all the agreements and stipulations between the Parties, and no representations, oral or written, have been made, modifying, adding to, or changing the terms hereof.

32. **Non-Waiver**. Waiver by either Party or of the failure of any Party to insist upon the strict performance of any provision of this Agreement shall not constitute a waiver of the right or prevent any such Party from requiring the strict performance of any provision in the future.

33. **Reasonable Accommodation**. Surface Owner acknowledges the use of the Surface Lands by Operator as herein described in in full satisfaction of the requirement that Operator conduct its Oil and Gas Operations in a manner that accommodates Surface Owner. Surface Owner further acknowledges Operator's use of the Surface Lands as provided herein constitutes "reasonable accommodation" by Operator, its successors, and assigns as provided in Colorado Revised Statute 34-60-127.

34. **Relationship of the Parties**. This Agreement shall not be construed to create an association, partnership, joint venture, employment or other agency relationship between the Parties. No Party is now, nor will any Party be construed to be, an employee, contractor, partner, joint venturer, agent or representative of any other party for any purpose under this Agreement.

35. **Amendments**. No modification or amendment of this Agreement shall be valid or binding unless the same is in writing and duly executed by all Parties hereto.

36. **Severability**. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule, law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to either Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

37. **Force Majeure**. If any Party is rendered unable, wholly or in part, by Force Majeure (as defined in the Operator Agreement) to carry out its obligations under this Agreement, that party shall give to the other Party prompt written notice of the Force Majeure with reasonable full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure.

The affected Party shall use all reasonable diligence to remedy the Force Majeure situation as quickly as possible and practicable. The requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handles shall be entirely within the discretion of the Party concerned.

38. **Counterparts**. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. Any signature hereto delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

39. **References; Rules of Construction.** All references in this Agreement to

Exhibits, Sections, subsections, and other subdivisions refer to the corresponding Exhibits, Sections, subsections, and other subdivisions of or to this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any Sections, subsections, and other subdivisions of this Agreement are for convenience only, do not constitute any part of this Agreement, and shall be disregarded in construing the language hereof. The words "this Agreement," "herein," "hereby," "hereunder," and "hereof," and words of similar import, refer to this Agreement as a whole and not to any particular Article, Section, subsection, or other subdivision unless expressly so limited. The word "including" (in its various forms) means including, without limitation. Pronouns in masculine, feminine, or neutral genders shall be construed to state and include any other gender, and words, terms, and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa unless the context otherwise requires. Except as expressly provided otherwise in this Agreement, references to any law or agreement means such law or agreement as it may be amended from time to time.

40. **Authority of Signatories.** The signatories below declare, warrant and represent that they have the authority to enter into this Agreement on behalf of their respective principals, if any.

41. **Effective Date**. This Agreement shall become effective on the Effective Date upon the execution of this Agreement by all Parties hereto and upon the approval of this Agreement by Resolution of the City Council.

42. **Headings**. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

43. **Construction**. The Parties have participated jointly in the negotiating and drafting of this Agreement. In the event ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including, without limitation.

[Signature page to follow]

IN WITNESS WHEREOF, Surface Owner and Operator have executed, agreed to and delivered this Surface Use Agreement as of the Effective Date.

SURFACE OWNER:

THE CITY AND COUNTY OF BROOMFIELD, COLORADO,
A Colorado Municipal Corporation and County

Mayor

CITY & COUNTY OF BROOMFIELD SEAL COLORADO

ATTEST:

City & County Clerk

APPROVED AS TO FORM:

City & County Attorney Deputy

OPERATOR:

EXTRACTION OIL & GAS, INC.

Eric J. Christ, Vice President, General Counsel & Corporate Secretary

State of Colorado)
)ss.
County of Broomfield)

The foregoing instrument was acknowledged before me this 25TH day of October 2017 by Eric J. Christ, Vice President of Extraction Oil & Gas, Inc.

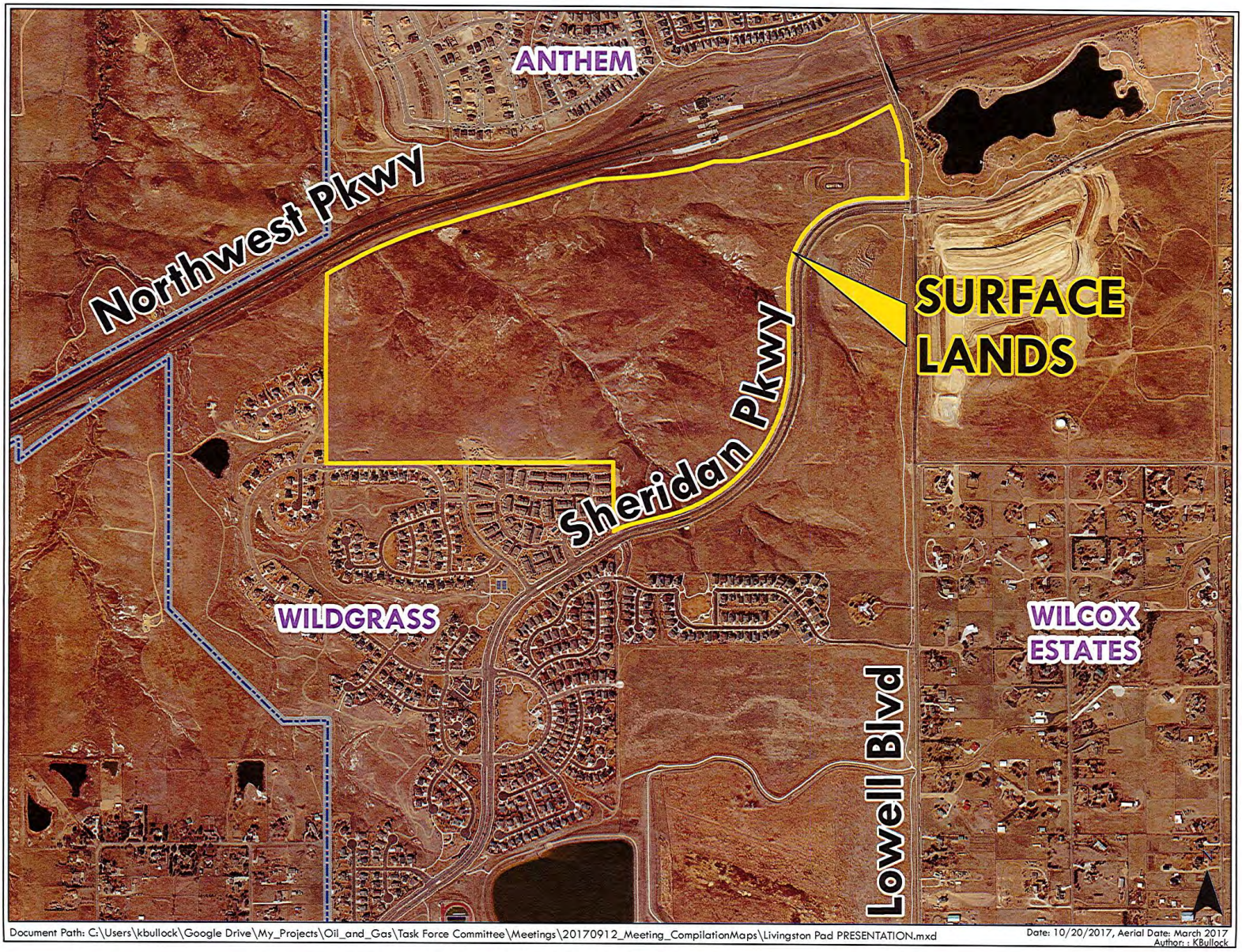
Notary Public

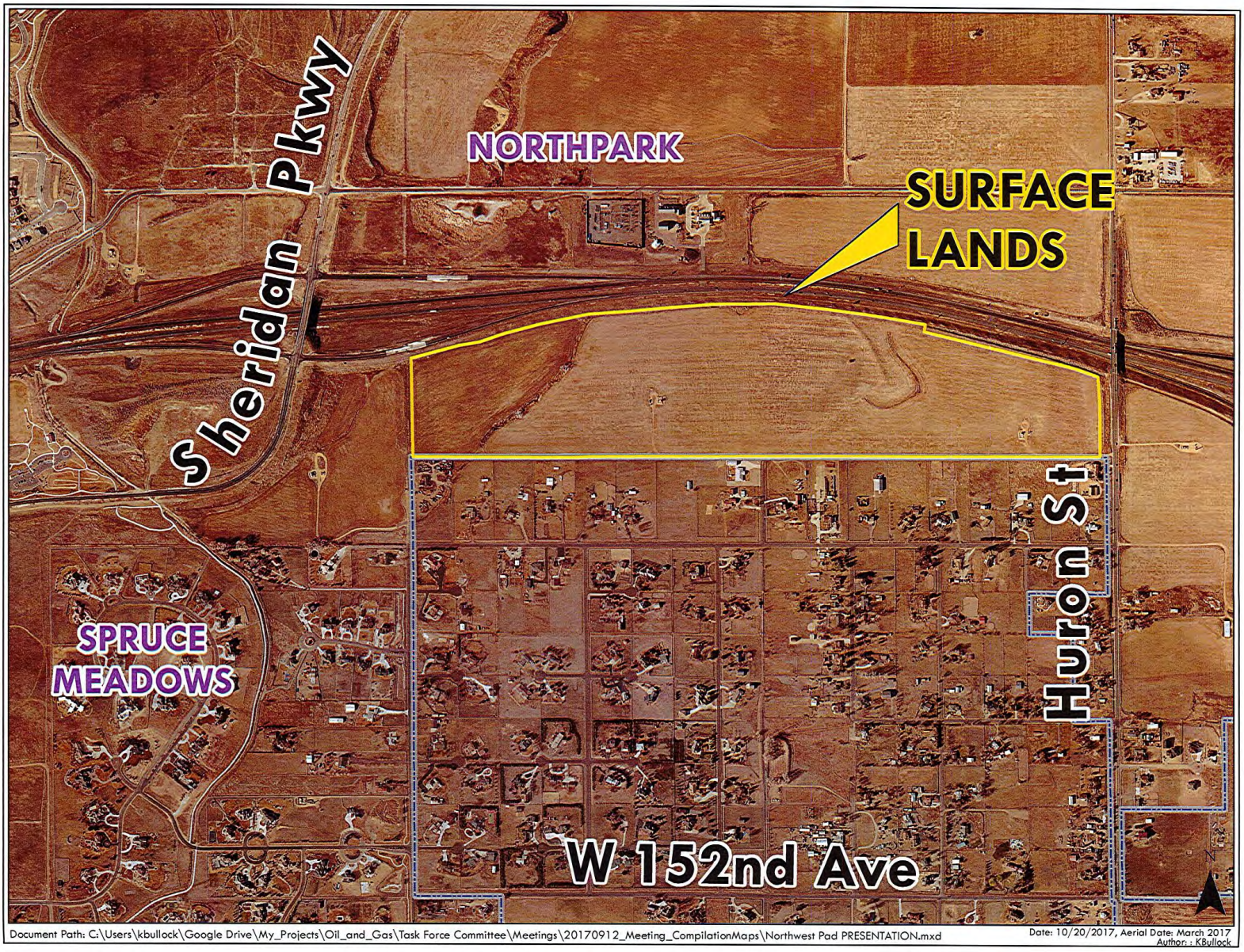
My Commission expires: October 7, 2021 (Seal)

LINDA J. VILLAREAL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134063200
My Commission Expires Oct. 7, 2021

EXHIBIT A

Map of Surface Lands


ANTHEM
Northwest Pkwy
SURFACE LANDS
Sheridan Pkwy
WILDGRASS
WILCOX ESTATES
Lowell Blvd
Document Path: C:\Users\kbullock\Google Drive\My_Projects\Oil_and_Gas\Task Force Committee\Meetings\20170912_Meeting_CompilationMaps\Livingston Pad PRESENTATION.mxd
Date: 10/20/2017, Aerial Date: March 2017
Author: : KBullock


Sheridan Pkwy
NORTHPARK
SURFACE LANDS
Huron St
SPRUCE MEADOWS
W 152nd Ave
N
Document Path: C:\Users\kbullock\Google Drive\My_Projects\Oil_and_Gas\Task Force Committee\Meetings\20170912_Meeting_CompilationMaps\Northwest Pad PRESENTATION.mxd
Date: 10/20/2017, Aerial Date: March 2017
Author: : KBullock

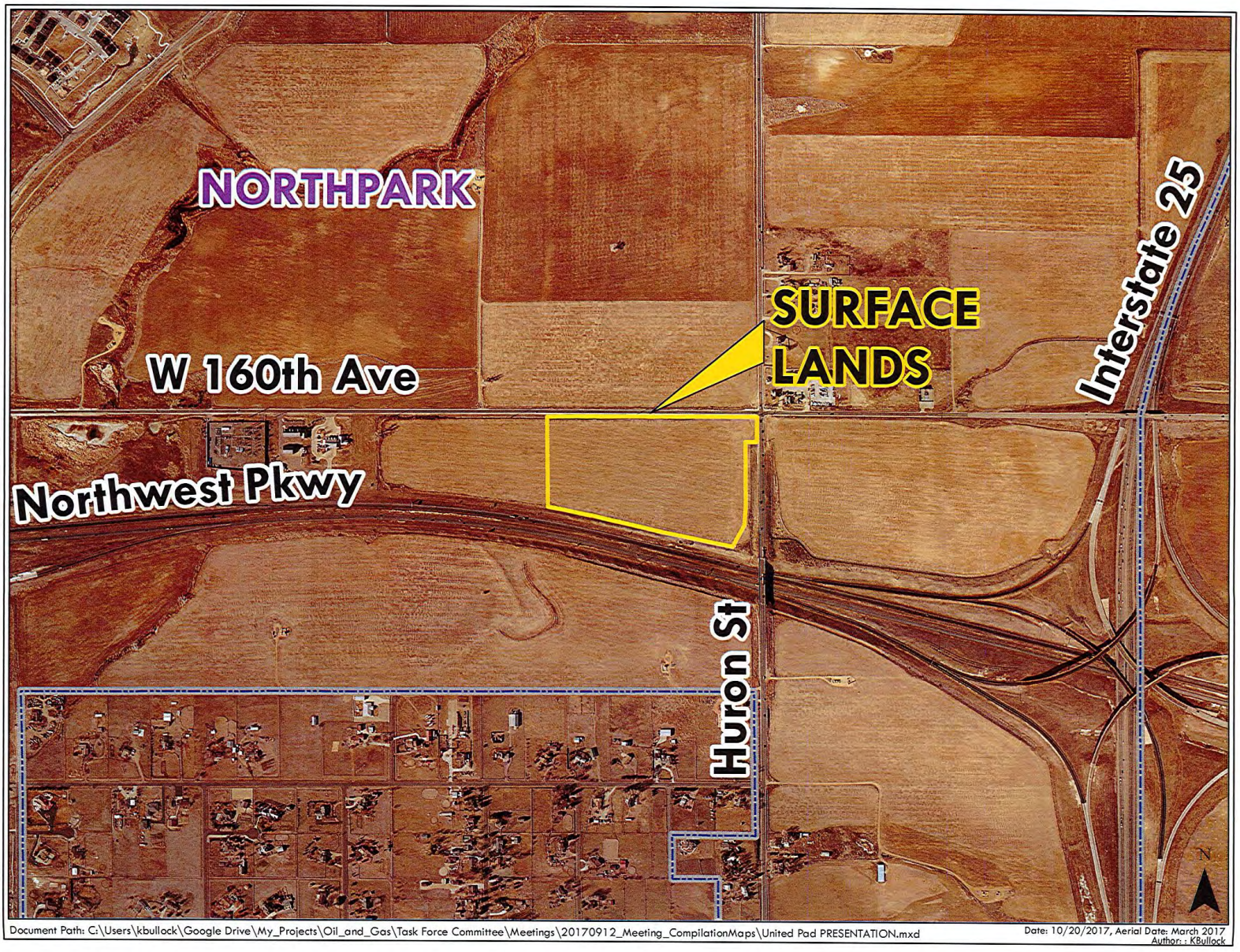

NORTHPARK
W 160th Ave
SURFACE LANDS
Interstate 25
Northwest Pkwy
Huron St
N
Document Path: C:\Users\kbullock\Google Drive\My_Projects\Oil_and_Gas\Task Force Committee\Meetings\20170912_Meeting_CompilationMaps\United Pad PRESENTATION.mxd
Date: 10/20/2017, Aerial Date: March 2017
Author: : KBullock

EXHIBIT B

Map of Well Sites

EXHIBIT B

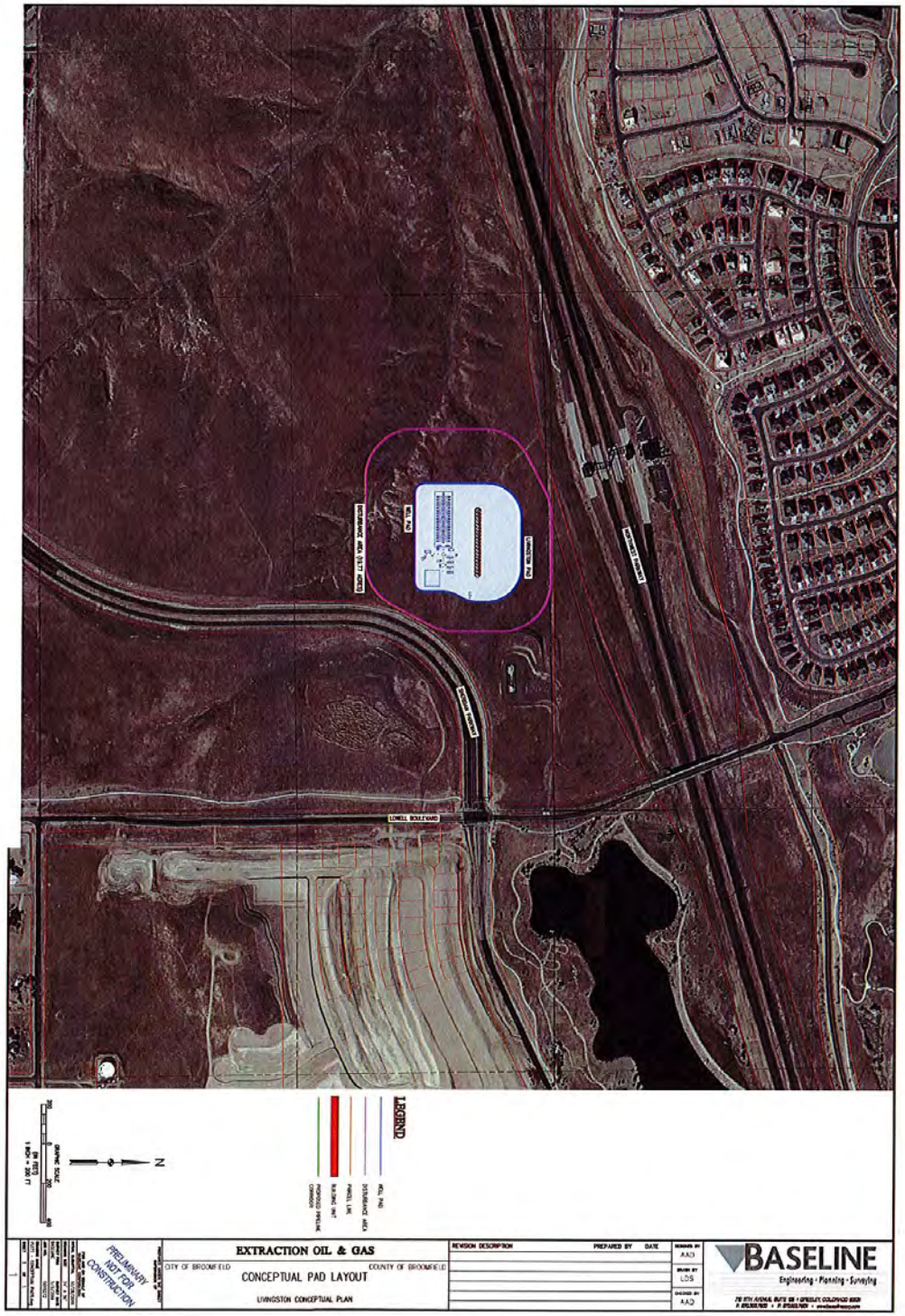

LOWELL BOULEVARD
LEGEND
EXTRACTION OIL & GAS
CITY OF BROOMFIELD
COUNTY OF BROOMFIELD
CONCEPTUAL PAD LAYOUT
LIVINGSTON CONCEPTUAL PLAN
PRELIMINARY NOT FOR CONSTRUCTION
REVISION DESCRIPTION
PREPARED BY
DATE
BASELINE
Engineering · Planning · Surveying

EXHIBIT B


LEGEND
EXTRACTION OIL & GAS
CITY OF BROOMFIELD
COUNTY OF BROOMFIELD
CONCEPTUAL PAD LAYOUT
NORTHWEST CONCEPTUAL PLAN
PRELIMINARY NOT FOR CONSTRUCTION
REVISION DESCRIPTION
PREPARED BY
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EXHIBIT B

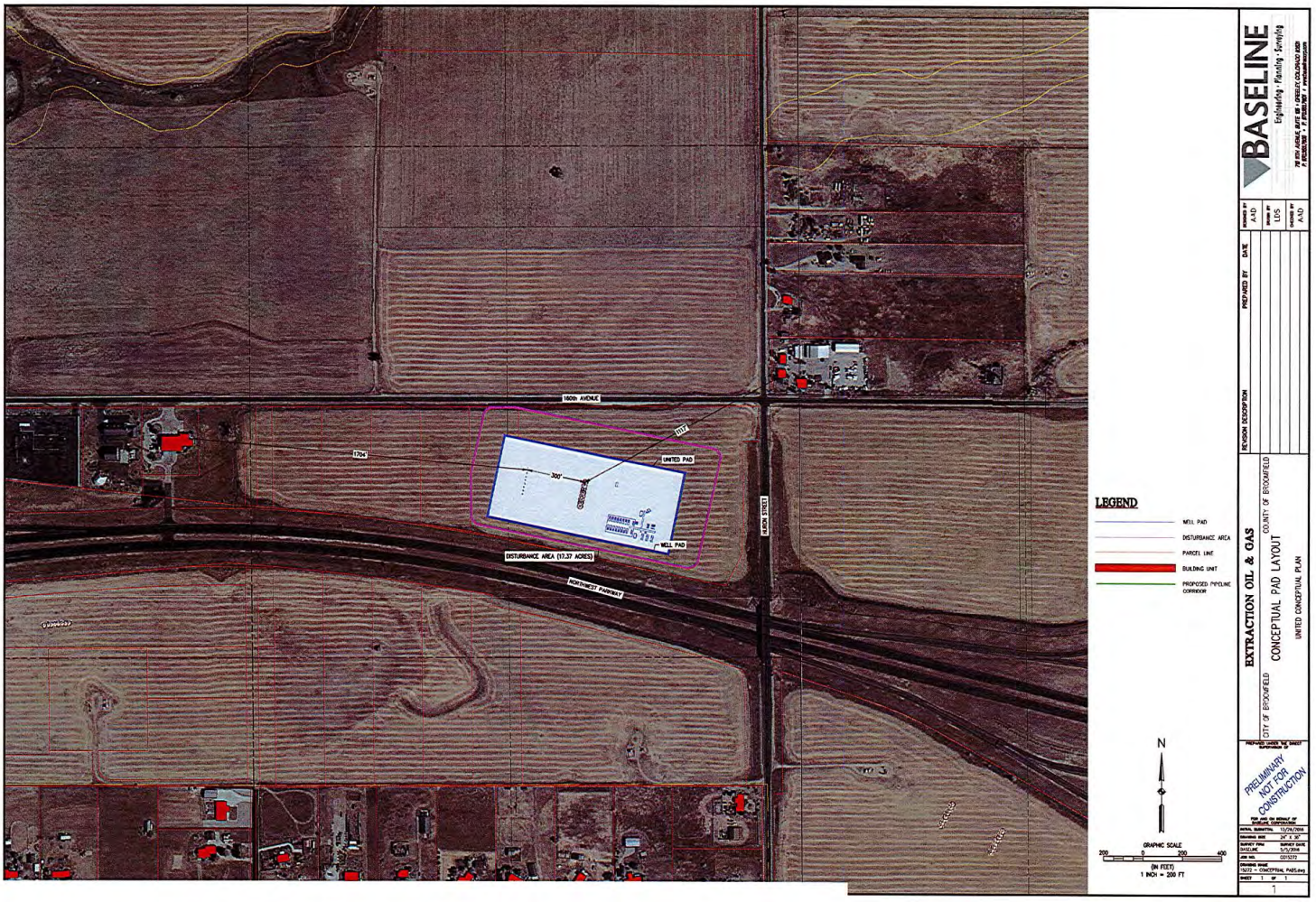

160th AVENUE
UNITED PAD
300'
WELL PAD
DISTURBANCE AREA (17.37 ACRES)
UNION STREET
NORTHWEST PARKWAY
LEGEND
WELL PAD
DISTURBANCE AREA
PARCEL LINE
BUILDING UNIT
PROPOSED PIPELINE CORRIDOR
N
GRAPHIC SCALE
200 0 200 400
(IN FEET)
1 INCH = 200 FT
BASELINE
Engineering • Planning • Surveying
EXTRACTION OIL & GAS
CONCEPTUAL PAD LAYOUT
CITY OF BROOMFIELD
COUNTY OF BROOMFIELD
UNITED CONCEPTUAL PLAN
PRELIMINARY NOT FOR CONSTRUCTION

EXHIBIT C

Access Roads, Pipelines and Facilities


Exhibit C - Access Roads, Pipelines, Facilities
LEGEND
EXTRACTION OIL & GAS
CITY OF BROOMFIELD
COUNTY OF BROOMFIELD
CONCEPTUAL PAD LAYOUT
OVERALL CONCEPTUAL PLAN
PRELIMINARY NOT FOR CONSTRUCTION
REVISION DESCRIPTION
PREPARED BY
DATE
BASELINE
Engineering • Planning • Surveying

EXHIBIT D

Exchange Lands

EXHIBIT D


LEGEND
EXTRACTION OIL & GAS
CITY OF BROOMFIELD
COUNTY OF BROOMFIELD
CONCEPTUAL PAD LAYOUT
OPEN SPACE PLAN
PRELIMINARY NOT FOR CONSTRUCTION
BASELINE
Engineering · Planning · Surveying

EXHIBIT E

Conveyance Agreement

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this ____ day of _____, 2017 by and between_____-("Grantor"), whose legal address is _____, and the CITY AND COUNTY OF BROOMFIELD, COLORADO, a Colorado Municipal Corporation and County pursuant to the laws of the State of Colorado ("Grantee"), whose legal address is One DesCombes Drive, Broomfield, Colorado, 80020.

WITNESSETH, That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, with covenants of special warranty unto the Grantee, the Grantee's successors and assigns, forever, the surface estate that Grantor owns, situated, lying and being in Broomfield County, State of Colorado (the "Real Property"), described in exhibit "A" attached hereto and incorporated herein by this reference.

EXCEPTING AND RESERVING, unto the Grantor, all of Grantor's right title and interest in and to all of the oil, gas, and other minerals in, under, and that may be produced from the Real Property.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, or, in and to the above gifted Real Property, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said Real Property above gifted and described with the appurtenances, unto the Grantee, the Grantee's heirs and assigns forever. And the Grantor, for itself, and its successors, does give, covenant, grant, convey and agree to and with the Grantee, the Grantee's heirs and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the Real Property above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to give, grant, and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except the "Permitted Conditions, Encumbrances and Restrictions" as set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

The Grantor shall and will WARRANT AND FOREVER DEFEND the Real Property in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor.

IN WITNESS WHEREOF, Grantors have executed this SPECIAL WARRANTY DEED on the date indicated below.

GRANTOR:

Date:_____ _____

STATE OF COLORADO)

)ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2017, by _____.

Witness my hand and official seal.

(SEAL)

_____

Notary Public

My commission expires _____

EXHIBIT A
Legal Description

EXHIBIT B

Permitted Conditions, Encumbrances and Restrictions

EXHIBIT I


HURON STREET
HURON STREET
HURON STREET
HURON STREET
HURON STREET
HURON STREET
GRAPHIC SCALE
1" = 100'
N
EXTRACTION OIL & GAS
CITY OF BROOMFIELD
COUNTY OF BROOMFIELD
CONCEPTUAL PAD LAYOUT
ACCESS BERMING CONCEPTUAL PLAN
PRELIMINARY NOT FOR CONSTRUCTION
REVISION DESCRIPTION
PREPARED BY
DATE
AAD
LDS
AAD
BASELINE
Engineering • Planning • Surveying

SETTLEMENT AGREEMENT
GENERAL RELEASE AND WAIVER OF CLAIMS

This SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER OF CLAIMS (the "Settlement Agreement") is entered into this 24th day of October 2017, by and among the City and County of Broomfield ("City"), and Extraction Oil & Gas, Inc. ("Extraction" or "Operator"). The City and Operator are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Operator and its predecessors-in-interest entered into agreements with the City to develop oil and gas within the City limits, including an Oil and Gas Operator Agreement dated August 27, 2013, and recorded at Reception No. 2013015088; a Supplement to the Oil and Gas Operator Agreement executed by the Parties on June 14, 2016, effective August 27, 2013, and recorded at Reception No. 2016007563; a Surface Use Agreement between the City and Noble Energy, Inc., approved by the City on November 13, 2012, and recorded at Reception No. 2012014944 and a Use by Special Review Permit that was approved by the City on July 12, 2011 and recorded at Reception No. 2011006781 (collectively known as the "Prior Agreements");

WHEREAS, Operator has filed applications with the Colorado Oil and Gas Conservation Commission (the "COGCC") for drilling and spacing units, specifically COGCC docket numbers 170100469, 170700471, 170700470, 170900596, 170900598, 170900601, 170900602, 170900603, 170900605 (as may be amended, revised or supplemented, collectively the "Spacing Units") covering certain lands set forth therein (the "Spacing Areas");

WHEREAS, the Parties have negotiated new agreements in relation to the Operator's oil and gas development in the City (the "Project"), and are concurrently executing an Amended and Restated Oil and Gas Operator Agreement and a Surface Use Agreement;

WHEREAS, the City has agreed to (i) lease its unleased mineral interests owned by the City in the Spacing Units to Operator and (ii) assign the right to royalties for leased minerals owned by the City in the Spacing Units in exchange for Operator's agreement that additional wells not contemplated in the Amended and Restated Operator Agreement will not be drilled at the Livingston Pad; and

WHEREAS, the Parties desire the entry of this Settlement Agreement in order to assert mutual waivers and releases of potential claims from alleged breaches of Prior Agreements.

NOW, THEREFORE, the Parties, having carefully reviewed this matter and this Settlement Agreement, and having had sufficient time and opportunity to consult with legal counsel, and desiring to be legally bound hereby, agree as follows:

1. Terms. A term used in this Settlement Agreement shall have the same meaning as the term is used in the Amended and Restated Oil and Gas Operator Agreement and

the Surface Use Agreement, ("New Agreements") approved by resolution by the City Council at the same time as the Settlement Agreement.

2. Effective Date. This Settlement Agreement shall be effective on the same date that the New Agreements are effective upon approval by resolution of the City Council ("Effective Date"). In the event that the City Council does not approve one or more of the New Agreements then this Settlement Agreement is null and void and shall have no force and effect and the original Oil and Gas Operator Agreement dated August 23, 2013, as Supplemented and the Surface Use Agreement dated November 13, 2012, will remain in place.

3. The City Shall Not Object. As long as the Operator is in compliance with the New Agreements and any future Easement Grant and for purposes related to the Project, the City agrees that it will: (i) not object to, request a hearing on, or oppose any permits, applications, variances, waivers, or other related documents submitted by Operator to any local, state or federal agencies, including but not limited to, COGCC spacing applications covering the Spacing Areas (subject to the last two sentences of this paragraph), COGCC pooling applications or applications for permits to drill such as COGCC Form 2 and Form 2A: (ii) not object in any forum to any aspect or phase of the Project, including the number of wells planned at or the location of each Well Site; and (iii) provide such other written approvals, variances, and/or waivers as reasonably requested by Operator and consistent with the New Agreements. The Parties acknowledge that the City is currently protesting Operator's spacing and density applications related to the project, specifically COGCC docket numbers 170900596, 170900598, 170900601, 170900602, 170900603, 170900605, 171000749, and 171000752 (the "Protests"). The City agrees to withdraw the Protests so long as Operator's applications and proposed orders are consistent with the number of wells and locations described in the New Agreements.

4. The City and Operator Shall not Join or Intervene in Actions. The City and Operator shall not voluntarily join or intervene, without consent of the other, in any civil action in any court or quasi-judicial agency or body brought forth against Operator or City, respectively, with respect to the Project.

5. Operator's Well Sites and Mineral Interests Owned Shall Not Be Made a Part of Special Taxing Districts. To the extent not prohibited by law, the City and Operator agree that the City shall not take any affirmative action to approve, without Operator's written consent, (i) the inclusion any of the Well Sites or any of the minerals within the Spacing Units in any new or materially modified special districts or limited purpose governmental entities organized pursuant to the Colorado Special District Act, Article 1 of Title 32 of the Colorado Revised Statutes, or any other similar Colorado statutes or laws.

6. City Minerals. In exchange for Operator's agreement to limit the total number of future wells to be drilled within the City as set forth in the Amended and Restated Oil

and Gas Operator Agreement, the City agrees to (i) relinquish to the Operator its future interests in any royalties from wells drilled in the Spacing Units after the date hereof and (ii) execute one or more oil and gas leases to lease its unleased mineral interests within the Spacing Units to Operator, in the form attached as Annex A (the "Form Lease"). Additionally, Operator agrees to make offers to lease any unleased minerals within the Wildgrass subdivision using the Form Lease, but at a royalty rate of 17%. Additionally, Operator agrees to make offers to lease any unleased minerals within the Wildgrass subdivision using the Form Lease, but at a royalty rate of 17%. Operator will provide any unleased mineral holders within the Wildgrass subdivision with forced pooling notices and lease offers at least 60 days prior to any hearing on a forced pooling application.

7. Land Conveyance. As set forth in the Surface Use Agreement, Operator agreed to convey the surface of approximately thirty-nine (39) acres of property known as the Exchange Lands, subject to Operator's reservation of one or more easements for subsurface pipelines or access to existing lease roads. Operator agrees to remove all structures, debris, and personal property (as directed by City) on the Exchange Lands prior to transfer of the Exchange Lands and to execute an Open Space Trail Easement Agreement in favor of the City, in the form attached as Annex B.

8. Mutual General Release and Waiver of Claims. Operator and the City, in consideration of the promises and covenants contained in this Settlement Agreement and the Prior Agreements, the sufficiency of which is acknowledged by the Parties, do hereby forever, fully and unconditionally release, remise, acquit and discharge each other, and their respective affiliates and/or related companies, and their directors, officers, employees, contractors, agents, representatives, parents, subsidiaries, predecessors, and successors from any and all suits, actions, causes of action, demands, judgments, rights, claims, loss, damage, interest, attorney fees, costs and expenses and/or other relief of whatsoever kind or nature which each respective Party has from the beginning of time to the present (collectively, the "Claims") both presently known and unknown, arising out of or in connection with the terms of the Prior Agreements and any delays resulting from the City's request that Operator delay its project. This Settlement Agreement does not extend to nor preclude the pursuit of claims, suits, and causes of action and/or demands regarding the new plan of development contemplated in the New Agreements.

9. Fees, Costs, and Expenses. It is understood and agreed by the Parties hereto that each Party shall bear their own attorney fees, costs and expenses arising from or associated with this Settlement Agreement and with any breach or alleged breach of the Prior Agreements.

10. Choice of Law and Forum. This Settlement Agreement and the terms and conditions contained herein shall be governed by the laws of the State of Colorado. Any lawsuit to enforce the terms of this Settlement Agreement shall be brought in the City.

11. Binding on Successors and Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the parties and their respective successor and assigns.

12. Execution. This Settlement Agreement may be executed in counterparts each of which shall be deemed an original, and together of which shall constitute one and the same instrument. The Parties have had the opportunity to revise, comment upon and redraft this Agreement. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party. This Settlement Agreement shall be construed as if the Parties jointly prepared the Settlement Agreement and any uncertainty or ambiguity shall not be interpreted against any party and in favor of another party. If any clause or condition of this Agreement is found by a court of competent jurisdiction to be void or unenforceable, such finding shall not affect the validity and enforceability of the remainder of this Settlement Agreement.

13. Modification. This Agreement will not be amended, modified, revoked, supplemented, waived or otherwise changed except by a written instrument duly executed by the Parties and designated as such a change.

14. Headings. The headings of this Settlement Agreement are for reference and convenience only and shall not limit or otherwise affect the meaning or construction of the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed by a duly authorized representative on the day and year first written above.

THE CITY:

THE CITY AND COUNTY OF BROOMFIELD, COLORADO
A Colorado Municipal Corporation and County

Mayor

CITY & COUNTY OF BROOMFIELD SEAL COLORADO

ATTEST:

City & County Clerk

APPROVED AS TO FORM:

City & County Attorney Deputy

THE OPERATOR:

EXTRACTION OIL & GAS, INC.

Eric J. Christ, Vice President, General Counsel & Corporate Secretary

STATE OF COLORADO)
) ss
COUNTY OF Broomfield)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 25TH day of October, 2017, by Eric J. Christ.

[SEAL]

LINDA J. VILLAREAL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134063200
My Commission Expires Oct. 7, 2021

Notary Public

My Commission Expires: October 7, 2021

ANNEX A

Oil and Gas Lease

PRODUCERS 88-PAID UP

OIL AND GAS LEASE

THIS AGREEMENT is made and entered into on the _____ day of _____ 2017, by **(Unleased Mineral Owner)** whose address is **(Unleased Mineral Owner Address)**, hereinafter called Lessor, (whether one or more), and **Extraction Oil & Gas, Inc.**, whose address is **370 17th Street, Suite 5300, Denver, CO 80202**, hereinafter called Lessee;

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of drilling, mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, specifically including helium, carbon dioxide, and coalbed methane and any and all substances produced in association therewith from coal-bearing formations, dewatering of coalbed methane, limited to all of the Codell and Niobrara formations, using methods and techniques which are not restricted to current technology, including the right to conduct exclusive geophysical and other exploratory tests; with the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with contiguous land, and the injection of air, gas, water, brine, and other fluids into the subsurface strata, to produce, save and take care of said products, all upon that certain tract of land situated in the County of _____, State of **Colorado**, described as follows, to-wit:

Township Y, Range Z West of the 6th P.M.
Section: X

Containing **(Net Acres)** acres, more or less (the "Premises");

In addition to the lands described above, Lessor hereby grants, leases and lets exclusively unto Lessee, to the same extent as if specifically described, lands which are owned or claimed by Lessor by one of the following reasons: (1) all lands and rights acquired or retained by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located.

1. It is agreed that this Lease shall remain in force for a primary term of three (3) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from the Premises or on acreage pooled, communitized or unitized therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this Lease, oil or gas is not being produced on the Premises or on acreage pooled, communitized or unitized therewith but Lessee is then engaged in drilling, re-working, or dewatering operations thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted on the Premises or on acreage pooled, communitized or unitized therewith; and such operations shall be considered to be continuously prosecuted if not more than one hundred twenty (120) consecutive days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled, communitized or unitized therewith, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling, or re-working operations within one hundred twenty (120) days from the date of cessation of production, or from the date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this Lease, this Lease shall continue in force so long as oil or gas is produced from the Premises or on acreage pooled, communitized or unitized therewith. At any time during the Primary Term of this Lease, Lessee, at its option may make tender to Lessor payment in the amount of $500.00, thereby extending the Primary Term of this Lease by an additional two (2) years.

2. This is a PAID-UP LEASE. In consideration of the cash down payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this Lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

3. In consideration of the Premises, Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on the Premises, the equal ___% part of all oil produced and saved from the Premises.

2nd. To pay Lessor as royalty, on gas and the constituents thereof produced from the Premises and sold or used off the Premises or in the manufacture of products therefrom, the market value at the wellhead of __% of the product sold or used. All royalties paid on gas sold by Lessee or used off the Premises or used in the manufacture of products therefrom will be paid after deducting from such royalty Lessor's proportionate amount of all post-production costs, including but not limited to excise, production, and severance taxes, gathering and transportation costs from the wellhead to the point of sale, treating, compression, and processing costs. On product sold at the well, the royalty shall be __% of the net proceeds realized from such sale, after deducting from such royalty Lessor's proportionate amount of all of the above post-production costs and expenses, if any.

3rd. In calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes, as well as other post-production costs, as described above.

4. If after the primary term one or more wells on the Premises or lands pooled, communitized, or unitized therewith, are capable of producing oil or gas or other substances covered hereby, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining this Lease. If for a period of ninety (90) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, including dewatering of coalbed gas, the Lessee shall pay an aggregate shut-in royalty of one dollar per acre then covered by this Lease, such payment to be made to Lessor on or before the anniversary date of this Lease next ensuing after the expiration of the said ninety (90) day period and thereafter on or before each anniversary of date of this Lease while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this Lease is in its primary term or otherwise being maintained by operations, or if production is being sold by Lessee from another well on the Leased Premises or lands pooled, communitized or unitized therewith, no shut-in royalty shall be due until end of the next following anniversary date of this Lease that cessation of such operation or production occurs, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this Lease.

5. If said Lessor owns a less interest in the Leased Premises than the entire and undivided fee simple estate therein, then the lands covered by this lease and the royalties (including any shut-in royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil, and water produced on the Leased Premises for Lessee's operation thereon.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or part, by area or depth or zone and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in ownership of Lessor's interest (by assignment or otherwise) shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty (60) days after Lessee has been furnished with notice from Lessor and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of the Premises shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. In the event of death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of the decedent or the decedent's estate. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons either jointly, or separately in proportion to the interest which each owns. If Lessee transfers a full or undivided interest in all or any portion of the Premises, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and transferee in proportion to the net acreage interest in this Lease then held by each. If Lessee transfers or assigns its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of the Lessee with respect to any interest not so transferred. If all or any part of this Lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

8. Lessee at its option to be exercised in good faith and as a reasonable prudent operator is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the Premises and as to anyone or more of the formations hereunder to pool, communitize or unitize the leasehold estate and the mineral estate covered by this Lease with other contiguous land, lease or leases for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formation. The forming or reforming of any unit, pooled area or communitized area shall be accomplished by Lessee executing and filing of record a declaration of such unitization, pooling or communitization or reformation, which declaration shall describe the unit, pooled area or communitized area. Any unit, pooled area, or communitized area may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling, dewatering or reworking operations or a well shut in for want of a market anywhere on a unit, pooled area or communitized area which includes all or a part of this Lease shall be treated as if it were production, drilling, dewatering or reworking operations or a well shut in for want of a market under this Lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit, area or communitized area, royalties only on the portion of such production allocated to this Lease; such allocation shall be that

proportion of the unit, pooled area or communitized area production that the total number of surface acres covered by this Lease and included in the unit, pooled area, or communitized area bears to the total number of surface acres in such unit, pooled area, or communitized area. In addition to the foregoing, Lessee shall have the right to unitize, communitize, pool, or combine all or any part of the Leased Premises as to one or more of the formations hereunder 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. 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.

9. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this Lease.

10. Lessee's obligations under this Lease shall be governed by and subject to all applicable laws, rules, regulations and orders of any government authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, has or other substance covered hereby. This Lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, 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.

11. When drilling, reworking, production or other operations or obligations under this Lease are prevented or delayed by laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services material, water, electricity, fuel, access or easements, or by an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood or other act of nature, explosion, fracking bans, governmental action, governmental delay, restraint or inaction, or by inability to obtain a satisfactory market for production in Lessee's opinion, or failure of purchasers or carriers to take or transport such production, or by any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within control of the Lessee, this Lease shall not terminate because of such prevention or delay and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provision or implied covenants of this Lease when drilling, production, or other operations are so prevented or delayed.

12. No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such time period. In the event the matter is litigated and there is final judicial determination that a breach or default has occurred, this Lease shall not be forfeited or cancelled in whole or in part unless Lessee is given reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. In the event that this Lessor, during the primary term of this Lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this Lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this Lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered, and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

14. Should any one or more of the parties hereinabove named as Lessor fail to execute this Lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this Lease shall mean any one or more or all of the parties who execute this Lease as Lessor. All the provisions of this Lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

15. Lessor hereby agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this Lease is made, as recited herein. If Lessee redeems any such lien, Lessee may recover any amount expended out of Lessor royalties or shut-in royalties.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

_____ _____

(Unleased Mineral Owner) **(Unleased Mineral Owner #2)**

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by_____ , to me known to be the identical person(s) described herein, and who executed the within and foregoing instrument of writing and acknowledgment to me that he / she duly executed the same as his / her free and voluntary act and deed for the uses and purpose therein set forth.

WITNESS my hand and official seal.

My Commission Expires: _____

Signature/Notary Public: _____

Name/Notary Public (print): _____

Notary Public in and for the State of ___

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by_____ , to me known to be the identical person(s) described herein, and who executed the within and foregoing instrument of writing and acknowledgment to me that he / she duly executed the same as his / her free and voluntary act and deed for the uses and purpose therein set forth.

WITNESS my hand and official seal.

My Commission Expires: _____

Signature/Notary Public: _____

Name/Notary Public (print): _____

Notary Public in and for the State of _____

ANNEX B

Open Space Trail Easement Agreement

OPEN SPACE TRAIL EASEMENT AGREEMENT

THIS OPEN SPACE TRAIL EASEMENT AGREEMENT (the "Agreement") is entered into as of _____, 2017, by and between_____, (hereafter referred to as "Owner") and the **CITY AND COUNTY OF BROOMFIELD,** a Colorado municipal corporation and county (hereafter referred to as the "City") acting through their authorized representatives, and provided that Owner and City may be individually referred to herein as a "Party" and together may be referred to as the "Parties."

RECITALS

A. Owner is the owner in fee simple of certain real property located in Broomfield, Colorado, as more particularly described as the Owner's Property on Exhibit A, attached to and made a part of this Agreement (hereinafter referred to as the "Property"); and

B. Owner has agreed to grant the City a perpetual, non-exclusive public easement for a community-use trail (the "Trail Easement") for the exclusive purpose of providing a public open space trail system. The route and course of the Trail Easement conveyed hereby are more particularly described on Exhibit B, attached to and made a part of this Agreement. The Parties understand and agree that the location of the Trail Easement depicted on Exhibit B may be adjusted as necessary by mutual written agreement of the Parties. Upon completion of the construction of the Trail, the City shall provide the Owner with a metes and bounds description prepared by a registered Land Surveyor depicting the Trail Easement. The width of the trails used upon the Trail Easement is __ feet wide, with an additional __ feet on both sides of those trails for a total width of __ feet, which shall thereafter constitute the final width and location of Trail Easement.

AGREEMENT

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the City agree as follows:

1. **Incorporation of Recital**. The Recitals set forth above are hereby incorporated into and made part of this Agreement.

2. **Grant of Easement for Trail**. Subject to the terms and conditions of this Agreement, Owner hereby grants to the City the Trail Easement for the exclusive purpose of providing an public open space trail system that shall include an __ feet wide width for the trails used upon the Trail Easement, with an additional __ feet on both sides of those trails for the exclusive purpose of operating and maintaining the trails used upon the Trail Easement, for a total width of __ feet. The route and course of the Trail Easement conveyed hereby are more particularly described on Exhibit B, attached hereto and made a part of this Agreement. Owner hereby agrees that the City's use of the Trail Easement may include grading, landscaping

consisting of re-seeding, work as determined appropriate by the City addressing issues associated with prairie dogs consistent with the City's adopted Prairie Dog Policy that may include relocation of the animals, and such other activities consistent with the City's use and maintenance of the Trail Easement as a public trail. Owner hereby agrees that the City may cross Owner's Property as depicted on Exhibit A and adjacent to the Trail Easement as necessary to provide for the City's use and maintenance of the Trail Easement as described herein, as long as such crossing does not interfere with the Owner's use and enjoyment of Owner's Property. Any use by the City of the Trail Easement shall be in compliance with all applicable governmental laws, codes, regulations, ordinances, and requirements. This Trail Easement shall continue so long as the Trail Easement is actively used for the limited purpose of use by any member of the public and incorporation into the City's public trail system.

3. **Consideration.** In consideration of this grant, Owner and the City agree the Trail Easement shall be subject to all of the terms and conditions set forth herein.

4. **Maintenance and Repair.** The City will have the sole responsibility of all Maintenance and Repair on the Trail Easement in accordance with the City's standard trail maintenance and repair procedures and in compliance with all applicable governmental codes, regulations, ordinances, and requirements.

5. **Liability.** To the extent permitted by law, each Party agrees to hold harmless the other Party, its officers, officials, employees, representatives, contractors, subcontractors, agents, affiliates, successors, assignees, and subsidiaries from and against any and all liability claims, demands and expenses, including court costs and attorneys' fees, resulting from any injury, loss, or damage arising out of or in any manner connected with the work, construction, or maintenance activities contemplated in this Agreement to be performed upon the Trail Easement caused in whole or in part by, or is claimed to be caused in whole or in part by the acts, errors, or omissions of the Party's officers, officials, employees, representatives, contractors, subcontractors, agents, affiliates, successors, assignees, and subsidiaries. To the extent permitted by law, City shall further indemnify and hold harmless Owner, its officers, employees, representatives, agents, affiliates, and subsidiaries from and against any and all liability claims, demands and expenses, including court costs and attorneys' fees, arising from any injury, loss, or damage arising out of any and all third-parties' use, occupancy, and activities upon the Trail Easement.

6. **Insurance**. The City shall be required to obtain and keep in full force and effect at all times during the term of this Agreement, and to pay the costs and premiums of, broad form general commercial liability insurance with respect to the use and operation of the Trail Easement, with the same limits as it would insure any public trail within the City's trail system.

7. **Interferences; Owner's Retained Rights**. The City will exercise all of the City's rights and obligations under this Agreement in such a manner as to avoid any disruption to the Owner's Property, as shown on Exhibit A, and to cause the least amount of unreasonable interference to the Owner. The Trail Easement is non-exclusive to the City, and Owner retains the right to the undisturbed use and occupancy of the Property (including the Trail Easement

Area) for any lawful purpose that does not impair any rights granted to City in this Agreement or the City's use of the Trail Easement as described herein.

8. **Severability**. The enforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions of this Agreement unenforceable, invalid or illegal, but rather the unenforceable, invalid or illegal provisions of this Agreement shall be deemed severed from this Agreement and this Agreement shall continue in full force and effect to the greatest extent permitted by applicable laws.

9. **Special Warranty.** Owner will warrant and forever defend the Trail Easement lands granted in this Agreement in the quiet and peaceable possession of City, its successors and assigns, against all and every person or persons claiming the whole or any part thereof by, through or under Owner.

10. **Notice**. All notices are required or permitted under this Agreement shall be given by overnight courier service, by registered or certified mail, postage prepaid, by facsimile, or by hand delivery, directed as follows:

If intended for the City:

City and County of Broomfield
Attn: City and County Manager
One DesCombes Drive
Broomfield, Co 80020
Phone: 303-438-6384
Fax: 303-438-6296

If intended for Owner:

Extraction Oil & Gas, Inc.
370 17th Street, Suite 5300
Denver, CO 80202
Attention: Land Department

11. **Default**. A Party shall be in default hereunder in the event that it fails to do, observe, keep and perform any of the terms, covenants, conditions, agreements or provisions hereunder within sixty (60) days after written notice by the other Party of said failure.

12. **Binding Effect**. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

13. **Assignment.** The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Agreement are a covenant running with the land and shall extend to and be binding upon the successors, and assigns of Owner and City.

14. **Recordation**. This Agreement will be recorded in the Office of the Clerk and Recorder of Broomfield County, Colorado.

15. **No Oral Amendments or Modifications**. No amendments, waivers or modifications hereof shall be made or deeded to have been made unless in writing and executed by the party to be bound thereby.

16. **Other**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. Time is of the essence. This Agreement represents the entire agreement between the parties and no additional or different oral representation, promise, or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument, unless stated in writing signed by Owner and the City. Failure of any party hereto to insist upon the strict performance of any provision of this Agreement shall not be construed as a waiver for the future of any such provision. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

17. **Governmental Immunity Act**. Notwithstanding anything to the contrary herein, the City shall not be deemed to have waived in any manner the rights, obligations, and protections afforded to, or imposed on the City by law including without limitation, the Colorado Governmental Immunity Act or the Colorado Constitution.

IN WITNESS WHEREOF, Owner and the City have executed this Agreement as of the date first written above.

CITY:
CITY AND COUNTY OF BROOMFIELD, a Colorado Municipal Corporation & County

_____
City & County Manager

ATTEST:

_____
City & County Clerk

APPROVED AS TO FORM:

_____
City & County Attorney

OWNER:

_____

By: Matthew R. Owens
Title: President

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged, subscribed and sworn to before me this ____ day of _____, 2017, by _____.

[SEAL]

_____

Notary Public

My Commission Expires: _____

EXHIBIT 16

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

x **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2018

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file number 001-37907

EXTRACTION OIL & GAS, INC.

(Exact name of registrant as specified in its charter)

DELAWARE	**46-1473923**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)
370 17th Street, Suite 5300 Denver, Colorado	**80202**
(Address of principal executive offices)	(Zip Code)

(720) 557-8300

(Registrant's telephone number, including area code)

Title of each class	Name of exchange on which registered
Common Stock, par value $0.01	**NASDAQ Global Select Market**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act Yes ☐ No x

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 of Section 15(d) of the Act. Yes ☐ No x

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes x No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	x	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No x

The aggregate market value of voting and non-voting common equity held by non-affiliates of the registrant was approximately $0.9 billion as of June 30, 2018, (based on the last sale price of such stock as quoted on the NASDAQ Global Select Market).

The total number of shares of common stock, par value $0.01 per share, outstanding as of February 19, 2019 was 171,554,356.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement for the 2019 Annual Meeting of Stockholders, to be filed no later than 120 days after the end of the fiscal year to which this Annual Report on Form 10-K relates, are incorporated by reference into Part III of this Annual Report on Form 10-K.

Our drilling and production programs may not be able to obtain access on commercially reasonable terms or otherwise to truck transportation, pipelines, gas gathering, transmission, storage and processing facilities to market our oil and gas production, and our initiatives to expand our access to midstream and operational infrastructure may be unsuccessful.

The marketing of oil and natural gas production depends in large part on the capacity and availability of trucks, pipelines and storage facilities, gas gathering systems and other transportation, processing and refining facilities. Access to such facilities is, in many respects, beyond our control. If there is insufficient capacity available on these systems, or if these facilities are unavailable to us on commercially reasonable terms or otherwise, we could be forced to shut in some production or delay or discontinue drilling plans and commercial production following a discovery of hydrocarbons. We rely (and expect to rely in the future) on facilities developed and owned by third parties in order to store, process, transmit and sell our oil and gas production. Our plans to develop and sell our oil and gas reserves could be materially and adversely affected by the inability or unwillingness of third parties to provide sufficient facilities and services to us on commercially reasonable terms or otherwise, especially in areas of planned expansion where such facilities do not currently exist. The amount of oil and gas that can be produced is subject to limitation in certain circumstances, such as pipeline interruptions due to scheduled and unscheduled maintenance, excessive pressure, damage to the gathering, transportation, refining or processing facilities, or lack of capacity on such facilities. For example, recent increases in activity in the DJ Basin have contributed to bottlenecks in processing and transportation that have negatively affected our results of operations, and these adverse effects may be disproportionately severe to us compared to our more geographically diverse competitors. Additionally, we continued to experience constraints on the capacity available in certain pipelines that we use to transport natural gas and have been forced to shut in some production from time to time. Capacity constraints typically reduce the productivity of some of our older vertical wells and may on occasion limit incremental production from some of our newer horizontal wells. This constrains our production and reduces our revenue from the affected wells. Capacity constraints affecting natural gas production also impact the associated NGL. We are also dependent on the availability and capacity of oil purchasers for our production. Increases in the amount of oil that we transport out of the DJ Basin for sale would result in an increase in our transportation costs and would reduce the price we receive for the affected production.

Similarly, the concentration of our assets within a small number of producing formations exposes us to risks, such as changes in field-wide rules, which could adversely affect development activities or production relating to those formations. In addition, in areas where exploration and production activities are increasing, as has been the case in recent years in the DJ Basin, we are subject to increasing competition for drilling rigs, oilfield equipment, services, supplies and qualified personnel, which may lead to periodic shortages or delays. The curtailments arising from these and similar circumstances may last from a few days to several months, and in many cases, we may be provided only limited, if any, notice as to when these circumstances will arise and their duration.

While we have undertaken initiatives to expand our access to midstream and operational infrastructure, these initiatives may be delayed or unsuccessful. As a result, our business, financial condition and results of operations could be adversely affected.

Restrictions in our existing and future debt agreements could limit our growth and our ability to engage in certain activities.

Our debt arrangements contain a number of significant covenants, including restrictive covenants that may limit our ability to, among other things:

- incur additional indebtedness;
- sell assets;
- make loans to others;
- make certain acquisitions and investments;
- enter into mergers, consolidations or other transactions resulting in the transfer of all or substantially all of our assets;
- make certain payments, including paying dividends or distributions in respect of our equity;
- hedge future production or interest rates;
- redeem and prepay other debt;
- incur liens; and
- engage in certain other transactions without the prior consent of the lenders.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: February 21, 2019.

Extraction Oil & Gas, Inc.

By: /s/ MARK A. ERICKSON
Mark A. Erickson
Chairman and Chief Executive Officer
(Principal Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

/s/ RUSSELL T. KELLEY, JR. Russell T. Kelley, Jr.	Chief Financial Officer (Principal Financial Officer)	February 21, 2019
/s/ TOM L. BROCK Tom L. Brock	Vice President, Chief Accounting Officer (Principal Accounting Officer)	February 21, 2019
/s/ MATTHEW R. OWENS Matthew R. Owens	President and Director	February 21, 2019
/s/ JOHN S. GAENSBAUER John S. Gaensbauer	Director	February 21, 2019
/s/ PETER A. LEIDEL Peter A. Leidel	Director	February 21, 2019
/s/ MARVIN M. CHRONISTER Marvin M. Chronister	Director	February 21, 2019
/s/ PATRICK D. O'BRIEN Patrick D. O'Brien	Director	February 21, 2019
/s/ WAYNE W. MURDY Wayne W. Murdy	Director	February 21, 2019
/s/ DONALD L. EVANS Donald L. Evans	Director	February 21, 2019

List of Subsidiaries of Extraction Oil & Gas, Inc.

Name of Subsidiary	Jurisdiction of Incorporation or Organization
7N, LLC	Delaware
8 North, LLC	Delaware
Bison Exploration, LLC	Delaware
Elevation Midstream, LLC	Delaware
Extraction Finance Corp.	Delaware
Mountaintop Minerals, LLC	Delaware
Table Mountain Resources, LLC	Delaware
XOG Services, Inc.	Colorado
XOG Services, LLC	Delaware
XTR Midstream, LLC	Delaware

EXHIBIT 17

June 15, 2018

Via Email and FedEx

Charles Ozaki
City & County Manager
City & County of Broomfield
One DesCombes Drive
Broomfield, CO 80020

Re: Notice of Breach of October 24, 2017 Amended and Restated Oil and Gas Operator Agreement between Extraction Oil & Gas, Inc. ("Extraction") and The City and County of Broomfield (the "City")

Dear Mr. Ozaki:

The City and County of Broomfield (the "City") has breached (i) the Amended and Restated Operator Agreement, dated October 24, 2017, between the City and Extraction Oil & Gas Inc. (the "Operator Agreement"), (ii) the Settlement Agreement, dated October 24, 2017, between the City and Extraction (the "Settlement Agreement") and (iii) the Surface Use Agreement, dated October 24, 2017, between the City and Extraction (the "Surface Use Agreement" and, together with the Operator Agreement and the Settlement Agreement, the "Agreements"). The City, through its City Council and staff members, has ignored the clear requirements of our extensively negotiated contracts and engaged in bad faith by unreasonably withholding approvals and attempts to impose new conditions of approval that do not exist either in the agreements or law. Because of the City's deliberate actions, Extraction's reasonable contract rights and expectations have been violated.

This is our notice of breach under Section 21 of the Operator Agreement.

I. The City Committed to Terms of the Agreements.

The agreements entered into by Extraction and the City were all approved through Broomfield City Council Resolution 2017-186. Section 9 of the Operator Agreement requires Extraction to submit a Comprehensive Drilling Plan ("CDP") to the City for review and administrative approval. Section 9 provides that Extraction's submission of the CDP constitutes full compliance with the City's administrative process for the oil and gas development operations that are the subject of the Operator Agreement. Section 9 also provides that the City's administrative approval of the CDP "shall not be unreasonably withheld or delayed." The bargained for consideration for this administrative approval includes, as provided in Section 9,

that: "[t]he Parties agree that Operator has had substantial engagement with the City with respect to its development plans." This "substantial engagement" occurred for more than two years and has included Extraction's attendance at numerous City Council meetings, meetings with City Staff, an Oil and Gas Town Hall Meeting, more than six months of meetings, discussions and presentations with the Broomfield Oil and Gas Comprehensive Plan Update Committee ("Task Force") and extended negotiation with City Staff and lawyers that yielded a comprehensive and beneficial amended Operator Agreement. The benefits to the City included, among things, relocation of well sites in a cooperative process at the City's request, as well as a design that involves pipelines and eliminates oil trucks and permanent tanks and the implementation of best management practices ("BMPs") that are second to none in the industry. These benefits resulted, in part, from the Task Force's exclusive scrutiny and laser-focus on Extraction's development plan.

Section 12 of the Operator Agreement requires that the City Manager "shall issue" the administrative approvals for the CDP without further protest, objection or opposition from the City, per the terms of the Operator Agreement, the Settlement Agreement, and the Surface Use Agreement.

Extraction has satisfied all requirements for approval of the CDP. On December 15, 2017, Extraction submitted the portion of the CDP for the Interchange B Pad and the related proposed Forms 2A and 2s for the Interchange A&B Pad as per the development schedule in Section 10 of the Operator Agreement. Extraction also included the Livingston Pad in the December 2017 submittal. On January 26, 2018, Extraction submitted to City staff the remainder of the CDP for the Northwest A&B, and United Pads and all related draft Colorado Oil and Gas Conservation Commission ("COGCC") Forms 2A and 2. By January 26, 2018, Extraction had submitted the complete CDP including every plan listed in Section 9 of the Operator Agreement to City for each of the planned Well Sites, including Interchange A&B, Northwest A&B, Livingston and the United Pads in full compliance with the Operator Agreement and the City's administrative process for the oil and gas development operations.

Following its complete submittal dated January 26, 2018, Extraction revised and refined the CDP on February 15, 2018 and again on April 16, 2018 to accommodate the City's comments received on January 22, 2018, March 7, 2018 and March 23, 2018. To be clear, the revisions made by Extraction to the CDP since the January 26, 2018 submission have been made in good faith cooperation to address concerns of the City, but Extraction maintains that the January 26, 2018 submission was complete in all respects and should have been promptly approved after its submittal.

In any event, the April 16, 2018 CDP submission ("the "Final CDP") fully complies with Section 9 of the Operator Agreement and addresses Extraction's oil and gas development in the City in extraordinary detail. The CDP consists of 1,500 pages of all plans required by the Operator Agreement and over 3,000 pages consisting of the COGCC Form 2 and 2A permits that the City requested that Extraction provide for review. The City has never articulated a credible shortcoming in the CDP but instead has delayed unreasonably, raised barriers and asserted that

Extraction is required to include additional items into the CDP that are not required by the Agreement.

Extraction has also complied with all of its affirmative obligations and terms set forth in the Operator Agreement, Settlement Agreement and Surface Use Agreement, including but not limited to, conveyances and payments. It has also taken many actions at the request of the City that go above and beyond what is required by the Agreements.

Just since the approval of the Operator Agreement on October 24, 2017, Extraction has, among other things, (i) paid the City $650,000 pursuant to Section 14 of the Surface Use Agreement, (ii) conveyed to the City approximately 40 acres of land to be used as open space, (iii) purchased or entered firm commitments to purchase approximately $10 million of pipe to be utilized to implement the pipeline requirements under the Operating Agreement, (iv) agreed to deepen certain parts of the pipeline at an approximate cost of $250,000, (v) spent thousands of man-hours on developing plans to implement the best management practice requirements of the Operating Agreement, (vi) attended approximately 50 in-person meetings with City staff to discussion Extraction's plans under the Operator Agreement, (vii) commissioned numerous studies, plans, drawings and schematics in order to implement the requirements of the Operator Agreement, (viii) incurred significant costs associated with the securing of financing necessary to construct the midstream infrastructure required by the City under the Operator Agreement, (ix) agreed to bear the cost of emergency equipment and training requested by the North Metro Fire Department and (x) conducted site work on the aforementioned land conveyance at the request of the City that was not otherwise required.

To date, Extraction has spent an additional approximately $15 million on the acquisition of surface land for drilling sites, engineering work, new plans associated with well site changes, surveying, documentation and other expenses, all in reliance on our agreements with the City.

II. The City has breached the Agreements.

The City has breached the Agreements in at least the following ways:

1. *Failure to approve the CDP is a bad faith breach of contract*. Under Sections 9 and 12 of the Operator Agreement, Broomfield is required to approve Extraction's CDP without unreasonable delay. Broomfield Municipal Code § 17-54-200(B)(6) provides that the City Manager shall render a decision on a complete application within 30 working days after a three day completeness review. As mentioned, Extraction submitted the CDP for the Livingston and Interchange B Pads to Broomfield on December 15, 2017 and it submitted the CDP for the remainder of the pads (Northwest A&B, Interchange A and United Pads) on January 26, 2018. The January 26, 2018 CDP was complete. At Broomfield's request, Extraction submitted a Final CDP on April 17, 2018, with certain sections revised as requested by the City and in response to the City comments but such revisions were not required to be made by the Operator Agreement.

One example of the City's bad faith delay is that although not required, the City demanded that Extraction respond to hundreds of City staff and citizen comments over a five-month time frame. Without waiver of any of its rights, Extraction's proceeded to provide countless responses to the citizen comments.

According to Section 9 of the Operator Agreement, once Extraction submitted all required plans under that section, Extraction has complied with the City's administrative process. The City's administrative approval should have then been granted without unreasonable delay. The City has now unreasonably withheld its administrative approval. The City and Extraction have specifically agreed in their contract that "Operator has had substantial engagement with the City with respect to its development plans." We remind you the prior substantial engagement included but was not limited to a Town Hall Meeting attended by approximately 1,000 citizens, weekly participation with the Broomfield Oil and Gas Task Force and its subcommittees, and Extraction's attendance at numerous City Council meetings and weekly meetings with City staff where Extraction's development plans underwent substantial scrutiny. In response to all of the feedback from the City and its residents, Extraction went over, above and beyond by moving planned locations for which the company already had vested rights and amended its plan which it was not required to do in consideration for amended agreements as requested by the City. Even following the Broomfield City Council's approval of the Operator Agreement, Extraction's weekly meetings with City Staff of various departments has continued over the past eight months—yet the City has yet to issue its approval of the CDP.

Since January 26, 2018, Extraction had submitted the complete CDP and therefore under the terms of Section 9 of the Operator Agreement, approval should have been rendered on or about February 28, 2018. Instead, 140 days have elapsed, which is an unreasonable and deliberate delay. Even if the time requirements of Broomfield Municipal Code §17-54-200 (B)(6) did not start until the April 16, 2018 submission, the City is now well beyond 30 working days.

As further evidence of the City's unreasonable delay, Extraction filed its COGCC Form 2A 30 days after its CDP submittal and it has already obtained approval for its COGCC Form 2A permit for the Livingston Well Site as well as for several COGCC Form 2 applications for permit-to-drill, yet the City still has not rendered its approval of the CDP. Therefore, Broomfield's failure to timely approve the CDP constitutes a breach of Sections 9 and 12 of the Operator Agreement and Section 3 of the Settlement Agreement.

2. *Failure to grant pipeline rights-of-way*. Under Section 13 of the Operator Agreement, the City was required to provide or procure by March 1, 2018 all right-of-way necessary for the transportation, oil, gas and water for Extraction to construct the pipeline infrastructure agreed to in paragraph 3 of Exhibit B to the Operator Agreement. The City has breached the Operator Agreement by failing to grant or procure these required rights-of-way from Point A to Point B, as depicted on Exhibit E of the Operator Agreement. It was the City's request for Extraction to

use pipelines which is why the City agreed to provide the right-of-way. Extraction has made the City aware of all right-of-way segments that it has still not secured.

3. *Failure to execute oil and gas lease*. The City has breached Section 6 of the Settlement Agreement requiring that the City execute one or more oil and gas leases to lease its unleased minerals interests in the Form Lease, Annex A. Extraction provided a lease utilizing the Form Lease to the City for execution on April 5, 2018. The City has neither returned the executed lease nor informed Extraction why it has not done so.

4. *Requiring the approval of City Council before proceeding to approve administratively*. Section 12 of the Operator Agreement provides, in part, as follows:

> "12. City Administrative Approvals. The Operator shall not be required to obtain from the City Council any use by special review approvals or any other approvals for any New Wells subject to the terms and conditions of this Agreement, as long as the Operator complies with the terms and conditions contained herein. The City shall issue administrative approvals, by the City Manager or his designee, for the operations allowed for by this Agreement, in accordance with the procedures set forth in this Agreement and Chapter 17-54 of the Broomfield Municipal Code, if such operations comply with the requirements of this Agreement, including the BMPs set forth on Exhibit B."

Section 9 of the Operator Agreement provides, in part, that:

> "The Parties agree that, by submitting a Comprehensive Drilling Plan or Plans addressing all Well Sites, the Operator has complied with the City's administrative process and such Plans are subject to the City's administrative approval, which shall not be unreasonably withheld or delayed."

Contrary to these provisions, the City has submitted Extraction's CDP to the City Council for their review and input.

Despite the fact that no further City Council action is permitted by the City approved Agreements, there have been sub rosa attempts to require at least City Council "head-nods" prior to administrative approval. Mayor Randy Ahrens, Deputy City and County Manager Kevin Standbridge and the City and County Attorney's office have all acknowledged that the CDP is being submitted to City Council to obtain their consensus and/or enough "head-nods" on the CDP before the City Manager administratively approves Extraction's application.

The latest example of these impermissible actions occurred at the recent June 12, 2018 City Council meeting. A so-called hearing was conducted even though the City is stating that there is nothing for the City Council to decide and that "[t]here is no pending application coming to Broomfield City Council regarding Extraction." *See* Exhibit A, the City's Response to Extraction's Letter Seeking Recusal of Erickson and Kreeger. During this session,

Councilmember Kreeger stated: "[g]et us a document that isn't chock-full of errors and then **we can potentially approve it**," clearly showing his view that the CDP is subject to City Council's de-facto approval before it is administratively approved. As you have admitted in Exhibit A, there is nothing for City Council to approve.

5. *Multiple violations of the City's negotiated agreements not to object*. Because Extraction and the City specifically agreed in writing that the City and Extraction already underwent significant engagement and collaboration in Extraction's development plan prior to execution of the Operator Agreement, again in bargained for consideration the City agreed it would not, among other things, object, require hearings or oppose Extraction's permits, applications or other related documents submitted to any governmental entity. The City has breached this obligation—one that is set out in all three of the Agreements between the City and Extraction. This breach has occurred through the City's inappropriate involvement in the COGCC Form 2A process. The City's actions, involvement and comments through the COGCC Form 2A approval process are impermissible objections to the permit applications in violation of all three of the Agreements.

The Operator Agreement does not require that there be an approved CDP prior to either submission or approval of Form 2 or Form 2A applications with the COGCC. Extraction has not breached the Operator Agreement or any of the other Agreements in any way and the City has made no assertion otherwise. Yet, the City submitted comments to the COGCC that resulted in the following language being inserted into the COGCC's approved Form 2A:

> "In both citizens' and staff comments we have identified areas where Broomfield is requesting additional information and where we believe the Plan is not complete. Broomfield believes that Extraction has an obligation to correct or update any deficient statements in the Plan. The issues that remain outstanding in the Plan include the following:"

The City also submitted a comment to the COGCC that was incorporated in the COGCC Form 2A that once again demonstrates the City's a breach of the "no objection" provisions in all of the Agreements that stated:

> "Broomfield asks that COGCC leave the comment period on the Permits open until all issues are resolved regarding the Plan. Broomfield will continue to work diligently with Extraction on the Plan."

Again, there is no requirement in the Operator Agreement that the CDP be approved prior to approval of state permits. There has been no allegation from the City that Extraction is in non-compliance with the Operator Agreement. Statements by the City to the COGCC like the one quoted above are strictly prohibited by the terms of the Agreements so long as Extraction is complying with the terms of the Operator Agreement.

The only alleged outstanding issue with the CDP claimed by the City that Extraction is aware of is that the risk management plan required by paragraph 55 of Exhibit B to the Operator Agreement is not sufficient. While Extraction strongly maintains that the risk management plan submitted satisfies all of the requirements of such Section 55, there is no dispute from the City that it has in fact been submitted. The submission of the plans demonstrates our compliance with the Agreements and requires the City's administrative approval. Because of the executed Agreements, the City has no right to object to the COGCC with respect to the sufficiency of the risk management plan or for the City to withhold our administrative approval. Even Councilmember Kreeger agrees and stated on June 12, 2018 that "[y]ou were required by the contract to provide us with your risk assessment---and you did that."

Further, as you know, the Mayor Pro Tem Erickson submitted correspondence to the COGCC Director Julie Murphy objecting to the approval of the Livingston Pad COGCC Form 2A contrary to the Agreements in bad faith and as strictly prohibited by the Agreements. Again, the "no objection" term to the Agreements was included in the Agreements, in consideration for, among other things, Extraction's concession to move well sites from locations it had vested property rights to develop. The new Well Sites and the associated BMPs that would be implemented at each Well Site were approved by City Council Resolution 2017-186. Allegedly, the offending objection was withdrawn. While Extraction appreciates the City's acknowledgement that the communication by Mayor Pro Tem Erickson was improper under the terms of the Agreement, the damage of such communication has been done and has put an unfavorable color on the COGCC process. It remains a concrete example of the City's bad faith in administrating this contract and its obligations.

Additionally, Councilmember Kreeger has displayed his ongoing bias and objections to the project for months despite it being approved and resolved in a validly enacted City resolution. An example of his ongoing bias and objection to Extraction's operations to be conducted under the Agreements includes a public anti-oil and gas forum held on May 18, 2018, Councilmember Kreeger stated:

> "Extraction goes right into neighborhoods and they are not invited. It causes an uproar. And this uproar is helpful. And in fact this Extraction could be the best advocate we have for getting this out of residential areas. Because while they are one of the companies most adamant about getting into residential areas, they are making so many thousands…tens of thousands…hundreds of thousands of people so angry that there is a rising tide of people that don't want this in residential areas and it's because of companies like Extraction that honestly the momentum has grown so great."

Councilmember Kreeger also stated in public session that "[t]here are hundreds or even thousands of errors" in Extraction's CDP submissions. While these hundreds or even thousands of alleged errors have not been brought to our attention, the unsupported allegation is being used to publicly attempt to discredit and disparage Extraction and its plans that it has submitted in full

compliance with the Operator Agreement. During that same session, Councilmember Kreeger also stated that "I will address your lies and slander later on in my comments" but failed to assert any purported lies or slander made by Extraction. This again is an example of a City councilmember impermissibly objecting to our project and further demonstrating a lack of impartiality and blatant bias **when directly reviewing our application made to the City**. These statements made by a representative of the City are in breach of the Agreements.

The entire session on June 12, 2018 only served as a process of further delay on the part of the City and to provide a forum where Extraction was to appear for the sole purpose of allowing Councilmember Kreeger and others to complain, berate and make defacto impermissible objections to Extraction's CDP submitted in full compliance with the Operator Agreement without any fair and impartial basis.

The City's repeated violations of its promises and obligations made in its Agreements has already caused substantial damages to Extraction. Those damages will only continue and increase if the City does not comply with its Agreements.

III. Extraction Demands Cure of Breach.

Extraction has complied, above and beyond, with all of Broomfield's reasonable requests. It is time for the City to perform its promises and obligations under all Agreements.

Under Sections 21 and 22 of the Operator Agreement, Extraction hereby notifies Broomfield that it is in breach of the all Agreements approved and resolved by the City Resolution 2017-186 and demands approval of its CDP immediately and all other pending local permits. Per such Section 22, Broomfield now has 30 days from the date of this notice to remedy its breaches. The only acceptable cure here is to approve the CDP, grant the local permits (including, but not limited to, pending PPIPs), pipeline easements, and execute any and all oil and gas leases submitted to the City pursuant to the Operating Agreement. We demand that you cease and desist in your incessant campaign to object to Extraction's plan of development and the related Agreements.

If Broomfield fails to cure, Extraction intends to continue to pursue its remedies including legal action per the terms of the Operator Agreement for monetary damages, lost profits, costs of delay, fraudulent inducement to enter into the Agreements, injunctive relief and costs. This demand is without prejudice of any of Extraction's rights, powers, privileges, remedies and defenses, now existing or hereafter arising, all of which are hereby expressly reserved.

Sincerely,



Eric J. Christ
Vice President, General Counsel, Corporate Counsel

cc:

T. Shaun Sullivan, Esq.
Patricia W. Gilbert, Esq.

CITY AND COUNTY ATTORNEY
One DesCombes Drive • Broomfield, CO 80020 • 303.438.6353 • www.broomfield.org

June 12, 2018

Mr. Eric J. Christ
Vice President and General Counsel
Extraction Oil & Gas, Inc.
370 17th Street, Suite 5300
Denver, CO 80202

Re: Request for Recusal of Mayor-Pro Tem Erickson and Councilmember Kreeger

Dear Mr. Christ:

Your request for recusal of two councilmembers from Tuesday's meeting at which staff will present an update regarding Extraction's Comprehensive Drilling Plan (CDP) is misplaced. There is no action item being presented for Council to decide with regard to Extaction's CDP. Staff will be presenting an update of the CDP so the policy makers can understand what is being proposed and ask questions and provide feedback to staff about the CDP. As you pointed out, the CDP will be administratively approved by the City Manager. There is no decision for councilmembers to be recused from and certainly not a quasi-judicial decision. It would not be appropriate to recuse councilmembers from a public information session.

The provisions you cite from Broomfield's Ethics Code were designed to prevent conflicts of interest that arise from two different situations. First, there is a flat prohibition on elected or appointed officials appearing before a city council or a city board acting in a quasi-judicial capacity. Section 2-70-030(A). B.M.C. As pointed out above, there is no quasi-judicial matter pending before Broomfield City Council regarding Extraction.

Second, elected and appointed officials must recuse themselves from transactions with the city in which they, a close family member or a firm in which they have substantial interest have a "substantial interest" in the transaction before the city. Section 2-70-030(B). "Substantial interest" is defined as a pecuniary stake in the outcome of a decision or other interest of such weight that would lead a reasonably prudent person observing the situation to expect such interest to make the rendering of an objective decision unlikely. Section 2- 70-020(D). The purpose of the section is to prevent City officials from putting their personal financial interests

EXHIBIT A

ahead of the City's interests by their own vote or by influencing other officials. This provision does not prohibit officials from having and expressing a point of view about a transaction. In any case, the Operator Agreement with Extraction has already been approved by Broomfield City Council.

The cases you cite apply to matters pending before a city council in its quasi-judicial role. There is no pending application coming to Broomfield City Council regarding Extraction that implicates those cases or Council's quasi-judicial role.

As you know, as soon as we advised Mayor Pro Tem Erickson of your concerns with her email, she withdrew her comments from the record. In any case, most of Extraction's Livingston permits have been issued by the Colorado Oil & Gas Conservation Commission.

We are pleased to hear that representatives of Extraction will attend the June 12, 2018 City Council meeting. This will give Extraction an opportunity to answer questions and explain how the CDP and its component plans satisfy the requirements of the Operator Agreement, the Settlement Agreement and the Surface Use Agreement and protect public health, safety and welfare and the environment.

Sincerely,

T. Shaun Sullivan
City and County Attorney

cc: Broomfield City Council
Charles Ozaki
Kevin Stanbridge
Pat Gilbert, Esq.

EXHIBIT A