



September 2, 2015

Godby Farm, LLC
Attn: Don Godby
37632 County Road 37
Eaton, CO 80615

Re: Temporary Right-of-Way Grant on your lands
Township 7 North, Range 65 West, 6th P.M.
Section 30: A portion of the NW/4 (Weld County parcel no.: 070930000032)
Weld County, Colorado

Dear Mr. Godby,

In order for Extraction to complete other wells in the area, the Mile High Sheep 12-30 needs to be remediated. Pursuant to COGCC Rule 208 and DJ Basin Horizontal Offset Policy – Option 3, we will need to provide additional cement coverage across the fresh water aquifers in this area. This involves re-entering the previously plugged and abandoned well that does not currently have adequate cement coverage from the original abandonment procedure, and pumping additional cement behind surface casing to a depth agreed upon by the Colorado Oil and Gas Conservation Commission. This will ensure adequate cement coverage across all known aquifers for the Mile High Sheep 12-30 wellbore.

1. Godby Farm LLC ("Surface Owner") hereby grants and conveys to Extraction, its successors and assigns, the temporary right to use the surface of the Property to re-enter and re-plug the Mile High Sheep 12-30 as depicted in Exhibit "A" attached hereto.
2. Surface Owner further grants to Extraction the limited right of ingress and egress to and from the Property as necessary to benefit from and exercise the rights granted herein.
3. Extraction agrees to pay Surface Owner \$500.00 for the surface use of the Property. Said compensation also includes the right of ingress, egress and access to, from and across the Property as depicted on Exhibit "A" for the duration of time that the operation will be taking place on the Property.
4. Extraction shall be obligated to pay for, repair, replace or otherwise provide compensation for actual damages to the Property resulting from Extraction's activities and operations on the Property conducted pursuant to this Letter Agreement. Extraction further agrees to indemnify and hold the Surface Owner harmless from any and all claims or damages resulting from Extraction's activities on the Property conducted pursuant to this Letter Agreement. Damages, if any, will be settled and related compensation, if any, paid within two (2) weeks of the conclusion of the operations.
5. Extraction will restore the Property as near as practicable to the condition that existed prior to Extraction's operations and activities on the Property.
6. This Letter Agreement shall not be recorded by either party.

7. This Letter Agreement shall be binding on and inure to the benefit of all heirs, successors and assigns of the parties hereto.

Your signature below will acknowledge agreement with this proposal.

Thank you for your time and consideration in this matter. If you have any questions or comments, please do not hesitate to contact me by cell phone at (720) 233-1573 or my office at (970) 534-6024.

Respectfully,

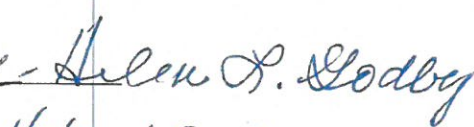

Extraction Oil and Gas, LLC



Matthew Samel
Surface Landman

AGREED AND ACCEPTED THIS 12th DAY OF SEPTEMBER, 2015

GODBY FARM, LLC



By: CAROL ANN Godby Helen L Godby

Its: OWNER