

LICENSE TO ENTER TO RE-PLUG AND ABANDON HOWARD #1 WELL

James J. Schmidtbauer and Janice M. Schmidtbauer, whose address is 39934 County Road 15, Fort Collins, Colorado 80524 (hereinafter "Licensor"), the owner of property in Weld County Colorado, Parcel #070517000049, as further depicted on the attached Exhibit A incorporated herein by this reference (the "Property"), does hereby grant this License to Enter ("License") to allow Extraction Oil & Gas, Inc., a Delaware corporation, whose address is 555 Seventeenth Street, Suite 3500, Denver, CO 80202, COGCC Operator No. 10459 (hereinafter "Extraction" or "Licensee"), its employees, authorized agents and contractors ("Crews"), to enter the Property for the purposes of re-plugging and abandoning the Howard #1 Well (API No. 05-123-07328) ("Well"), as required by the Colorado Oil and Gas Conservation Commission ("COGCC") and under the applicable COGCC regulations, (hereinafter, "Operations"), and reclaiming the surrounding area, to substantially the same condition as they existed prior to Operations (hereinafter, "Reclamation").

This License is subject to the following conditions and limitations:

1. This License is limited to the boundaries of the ("License Area") and access to the Well is limited to the existing access route ("Access") as depicted in Exhibit A attached hereto and incorporated herein by reference.
2. This License shall commence on 12/15/2021 and expire 5/31/2022 for Operations and shall expire on 6/30/2022 for Reclamation, unless extended based on Licensee's reasonable necessity.
3. Crews will coordinate access to the Property by contacting James Schmidtbauer at 970-481-1153 at least 24 hours prior to entry.
4. Licensee hereby agrees to pay for all actual and direct costs incurred with regard to this License, including but not limited to all work related to Operations and Reclamation.
5. Prior to commencement of the License, Licensee shall obtain all required permits from the State of Colorado, and any other jurisdictional entity.
6. All work allowed under this License shall be performed in compliance with any and all applicable state, federal and local laws, codes and regulations.
7. Licensee shall be responsible for Reclamation of the Property, License area, and the Access resulting from Licensee's Operations in accordance with all applicable laws, rules, and regulations.
8. Licensee hereby agrees to promptly pay for any actual damages, including but not limited to damages of growing crops, pasture, fences, livestock, drain tile or buildings of Licensor, its tenants or agents, resulting from the rights granted herein.
9. Notwithstanding the foregoing, Licensee agrees to replace and upgrade the four (4) existing culverts along the Access and install road base along the length of the Access which will not be subject to Reclamation requirements herein. Licensor waives its right and requirement to have Licensor remove and reclaim said culverts and road base.

10. Licensee hereby releases Licensor, its officers, employees and agents from, and indemnifies them against, any claims for injury or damages, including court costs and attorney's fees, arising from the exercise of this License.
11. Licensee, for itself and on behalf of its agents, contractors or affiliates, agrees to procure and maintain in force during the term of this License, at its own cost, the following insurance coverages:
 - a) Workers Compensation Insurance as required by the Labor Code of the State of Colorado and Employer's Liability Insurance.
 - b) Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 each occurrence and \$2,000,000 general aggregate.

In lieu of these insurance coverages, Licensor may, at its sole discretion, accept some other protection from workers compensation and liability claims arising out of this License.
12. Licensee affirms that Licensee agrees to cooperate with Licensor so that it causes the minimum possible inconvenience and damage to Licensor and Licensor's Property, including farming operations thereon.
13. The parties hereby warrant that each party signing below has full and lawful authority to execute this License on behalf of said party.

Signature pages follow

APPROVED AND AGREED TO this 13th day of January, ²⁰²²~~2021~~.

LICENSOR:

James J. Schmitdbauer

J Schmitdbauer

Janice M. Schmitdbauer

J Schmitdbauer

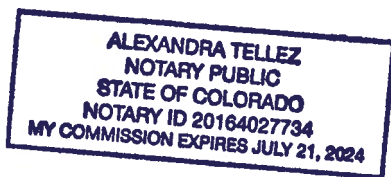
STATE OF Colorado)
) ss.
COUNTY OF San Juan)

Subscribed and acknowledged before me this 13th day of January, ²⁰²²~~2021~~, by
James J. Schmitdbauer and Janice M. Schmitdbauer.

WITNESS my hand and official seal.

My commission expires: 07/21/2024.

Alexandra Tellez
NOTARY PUBLIC



LICENSEE:
EXTRACTION OIL & GAS, INC.
a Delaware Corporation

Allyson Boies
By: Allyson Boies
Its: VP - Land

STATE OF Colorado)
) ss.
COUNTY OF Denver)

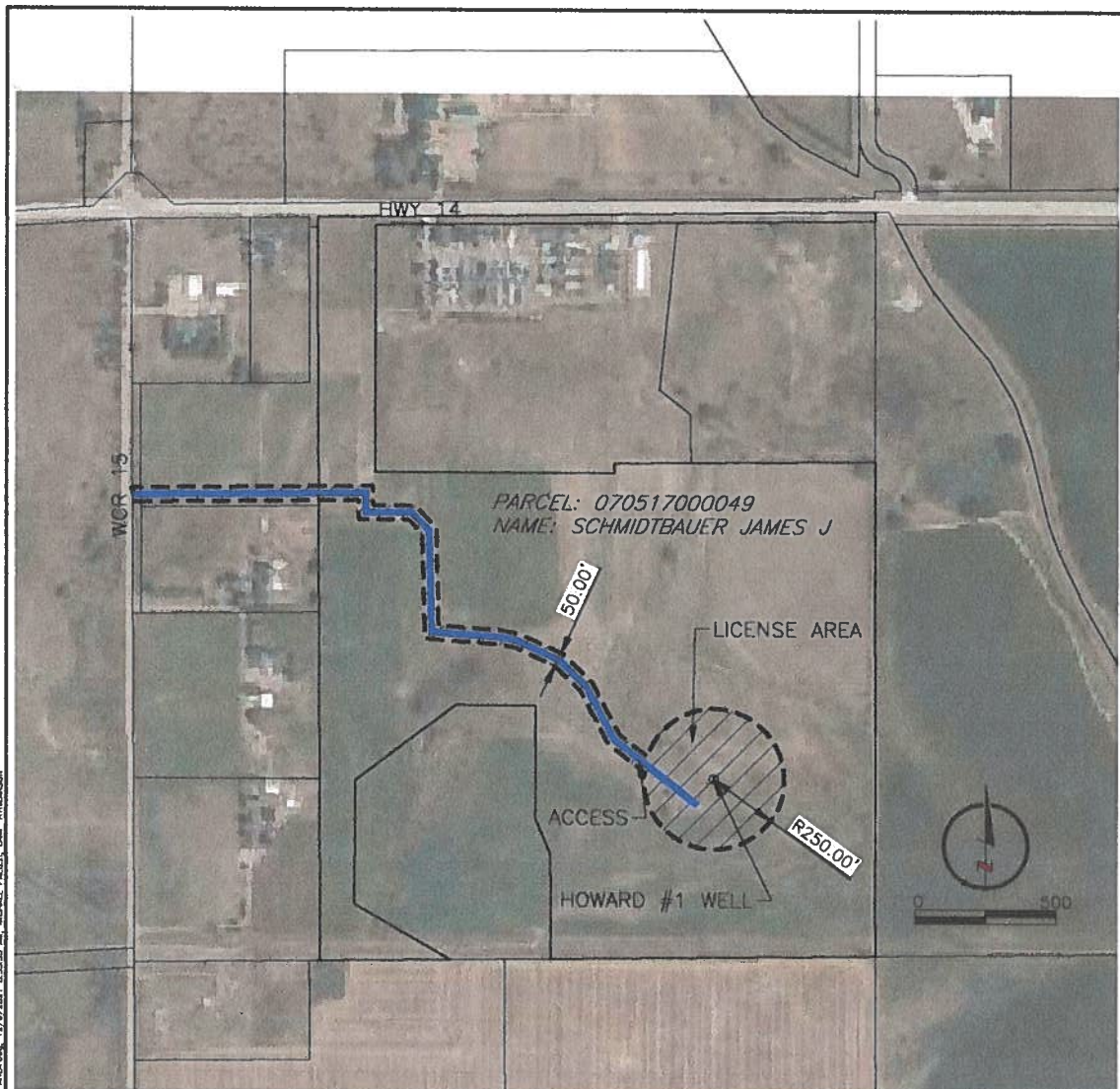
Subscribed and acknowledged before me this 12th day of January, 2022, by
Allyson Boies as VP - Land for Extraction Oil & Gas,
Inc. a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: 12.28.2025.



Mary Yeast
NOTARY PUBLIC



LOT LEGAL DESCRIPTION:

**LAMP
RYNEARSON**

1 OF 1

OMAHA, NEBRASKA
1-4710 W DOUGLAS RD., STE. 100 (402) 398-2400
FORT COLLINS, COLORADO
4715 DEERHORN DR., STE. 100 (970) 221-8242
KANSAS CITY, MISSOURI
8801 STATE LINE RD., STE. 200 (816) 211-8440

DESIGNER / DRAFTER

MP/JHF

REVIEWER

MP

PROJECT NUMBER

DATE _____

12/09/2021

SURFACE LOCATION

BOOK AND PAGE

EXHIBIT A