Fill in this information to identify the case:			
Debtor	Extraction Oil & Gas, Inc.		
United States Ba	ankruptcy Court for the:	District of Delaware (State)	
Case number	20-11548	<u></u>	

## Official Form 410

Proof of Claim 04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

P	art 1: Identify the Clai	im	
1.	Who is the current creditor?	728 27TH AVE LLC  Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor Owner ID 16009 from check stubs	
2.	Has this claim been acquired from someone else?	✓ No  Yes. From whom?	
3.	Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?  Where should payments to the creditor be sent? (if different)  T28 27TH AVE LLC PO BOX 336926 GREELEY, CO 80633  Contact phone 970-590-9256 Contact phone Contact email Contact ema	
4.	Does this claim amend one already filed?	✓ No ✓ Yes. Claim number on court claims registry (if known) Filed on	YYYY
5.	Do you know if anyone else has filed a proof of claim for this claim?	✓ No  ✓ Yes. Who made the earlier filing?	

Official Form 410 Proof of Claim

	Do you have any number	☑ No
	you use to identify the debtor?	Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:
<b>7</b> .	How much is the claim?	\$ mineral lease payments  Does this amount include interest or other charges?  No
		Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
. What is the basis of the claim?		Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
	Ciaiii:	Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
		Limit disclosing information that is entitled to privacy, such as health care information.
		mineral lease
	Is all or part of the claim	☑ No
١.	Is all or part of the claim secured?	<ul><li>✓ No</li><li>✓ Yes. The claim is secured by a lien on property.</li></ul>
).		Yes. The claim is secured by a lien on property.
9.		Yes. The claim is secured by a lien on property.  Nature or property:  Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of</i>
).		Yes. The claim is secured by a lien on property.  Nature or property:  Real estate: If the claim is secured by the debtor's principle residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim.
).		<ul> <li>Yes. The claim is secured by a lien on property.</li> <li>Nature or property:</li> <li>□ Real estate: If the claim is secured by the debtor's principle residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim.</li> <li>□ Motor vehicle</li> <li>□ Other. Describe:</li> </ul>
).		Yes. The claim is secured by a lien on property.  Nature or property:  Real estate: If the claim is secured by the debtor's principle residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim.  Motor vehicle
).		Nature or property:  Real estate: If the claim is secured by the debtor's principle residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim.  Motor vehicle Other. Describe:  Basis for perfection:  Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien
),		Nature or property:  Real estate: If the claim is secured by the debtor's principle residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim.  Motor vehicle  Other. Describe:  Basis for perfection:  Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
		Nature or property:  Real estate: If the claim is secured by the debtor's principle residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim.  Motor vehicle Other. Describe:  Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  Value of property:  \$

11. Is this claim subject to a right of setoff?	<b>☑</b> No
•	Yes. Identify the property:

Yes. Amount necessary to cure any default as of the date of the petition.

Official Form 410 **Proof of Claim** 

☐ No

10. Is this claim based on a

lease?

\$mineral payments

12. Is all or part of the claim	<b>№</b> No		
entitled to priority under 11 U.S.C. § 507(a)?  A claim may be partly priority and partly	Yes. Chec	ck all that apply:	Amount entitled to priority
		estic support obligations (including alimony and child support) under S.C. § 507(a)(1)(A) or (a)(1)(B).	\$
nonpriority. For example, in some categories, the law limits the amount		\$3,025* of deposits toward purchase, lease, or rental of property rvices for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$
entitled to priority.	days	es, salaries, or commissions (up to \$13,650*) earned within 180 before the bankruptcy petition is filed or the debtor's business ends, never is earlier. 11 U.S.C. § 507(a)(4).	\$
	☐ Taxe	s or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$
	Contr	ributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$
	Othe	r. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$
	* Amounts	are subject to adjustment on 4/01/22 and every 3 years after that for cases begun	on or after the date of adjustment.
13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?	Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.		
	\$		
Part 3: Sign Below			
The person completing this proof of claim must sign and date it. FRBP 9011(b).  If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.  A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.  18 U.S.C. §§ 152, 157, and 3571.	I am the trus I am a guara I understand that the amount of the I have examined to I declare under per Executed on date  /s/Robin R M Signature	ditor.  ditor's attorney or authorized agent.  stee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  antor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.  an authorized signature on this <i>Proof of Claim</i> serves as an acknowled claim, the creditor gave the debtor credit for any payments received to the information in this <i>Proof of Claim</i> and have reasonable belief that the enalty of perjury that the foregoing is true and correct.  (a) (8/14/2020)   (Aartin)    Martin  of the person who is completing and signing this claim:  Robin R Martin	ward the debt.  The information is true and correct.
	Contact phone	Email	

Official Form 410 **Proof of Claim** 

## KCC ePOC Electronic Claim Filing Summary

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

· · · · · · · · · · · · · · · · · · ·		
Debtor:		
20-11548 - Extraction Oil & Gas, Inc.		
District:		
District of Delaware		
Creditor:	Has Supporting Doc	umentation:
728 27TH AVE LLC	Yes, please m	ail physical supporting documentation
PO BOX 336926	Related Document Statement:	
GREELEY, CO, 80633	Has Related Claim: No Related Claim Filed By:	
Phone:		
970-590-9256		
Phone 2:	Filing Party:	
	Creditor	
Fax:	O Gallor	
Email:		
storckrb@aol.com		
Other Names Used with Debtor:	Amends Claim:	
Owner ID 16009 from check stubs	No	
	Acquired Claim:	
	No	
Basis of Claim:	Last 4 Digits:	Uniform Claim Identifier:
mineral lease	No	
Total Amount of Claim:	Includes Interest or Charges:	
mineral lease payments	None	
Has Priority Claim:	Priority Under:	
No		
Has Secured Claim:	Nature of Secured A	mount:
No	Value of Property:	
Amount of 503(b)(9):	Annual Interest Rate:	
No	A	
Based on Lease:	Arrearage Amount:	
Yes, mineral payments	Basis for Perfection:	
Subject to Right of Setoff:	Amount Unsecured:	
No		
Submitted By:		
Robin R Martin on 14-Aug-2020 4:30:00 p.m. Eastern Time		
Title:		
Owner/Manager		
Company:		
728 27th Ave LLC		

## OIL AND GAS LEASE

Form #MRIP88a

This Oil and Gas Lease ("Lease") is made this 16th day of December, 2014 by and between 728 27th Ave LLC whose address is P.O. Box 336926 GREELEY, CO 80633, ("Lessor", whether one or more) and MINERAL RESOURCES, INC., whose address is P.O. Box 328, GREELEY, COLORADO 80632 ("Lessee").

WITNESSETH, For and in Consideration of TEN DOLLARS, the covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby grant, demise, lease and let exclusively unto said Lessee, with the exclusive rights for the purposes of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind (including coalbed gas), and laying pipelines, telephone and telegraph lines, building tanks, plants, power stations, roadways and structures thereon to produce, save and take care of said products (including dewatering of coalbed gas wells), and the exclusive surface or subsurface rights and privileges related in any manner to any and all such operations, and any and all other rights and privileges necessary, incident to, or convenient for the operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in Weld County, Colorado, described to wit:

TOWNSHIP 5 NORTH, RANGE 66 WEST, 6TH P.M.

SECTION 1:

PART OF THE SW/4SE/4 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: UNIT 8 BLDG 2 GIBRALTOR TOWNHOUSES COND (UNDV 1/9 INT), ALSO KNOWN AS

728 27 AVENUE, UNIT 8, GREELEY, COLORADO.

INCLUDING ALL STRIPS AND PARCELS OF LAND CONTIGUOUS THERETO OR IN SAID

SECTION.

CONTAINING .0715 ACRES, MORE OR LESS (the "Premises")

AUG 2 1-2020

RECEIVED

KURTZMAN CARSON CONSULTANTS

Notwithstanding anything to the contrary herein contained, this lease is a "No Surface Occupancy" Oil and Gas Lease. It is agreed and understood that Lessee its successors or assigns shall not conduct any operations or locate any facilities on the surface of the leased lands. It is understood that Lessee, its successors or assigns shall not be allowed any access to the surface of the leased lands without written consent of Lessor. It is further agreed that Lessee shall have the right to drill and operate directional wells through and under said land irrespective of the bottom hole locations of said wells. To this end, Lessor hereby grants to Lessee a subsurface easement for all purposes associated with such directional wells.

- 1. It is agreed that this Lease shall remain in full force for a term of five (5) years from this date ("Primary Term") and as long thereafter as oil or gas of whatsoever nature or kind is produced from the Premises or on acreage pooled or unitized therewith, or operations are continued as hereinafter provided. At any time during the Primary Term of this Lease, Lessee, at its option may make tender to Lessor payment in the amount of \$100 per net mineral acre, thereby extending the Primary Term of this Lease by an additional five (5) years. If, at the expiration of the Primary Term, oil or gas is not being produced from the Premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling, reworking or dewatering operations thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted. Operations shall be considered to be continuously prosecuted if not more than ninety (90) 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 the Premises or on acreage pooled 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, reworking or dewatering operations within ninety (90) days from date of cessation of production or from 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, this Lease shall continue in force so long as oil or gas is produced from the Premises or on acreage pooled or unitized therewith.
- 2. This is a PAID-UP LEASE. In consideration of the payment made herewith, 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 the Premises and as to any strata or stratum, by delivering to Lessor or by filing for record a release, and be relieved of all obligations thereafter accruing as to the acreage surrendered.
- 3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, 15% of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefore prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land and sold or used off the premises or in the manufacture of products therefrom, the market value at the well of 15% of the product sold or used. On product sold at the well, the royalty shall be 15% of the net proceeds realized from such royalty Lessor's proportionate amount of all post-production costs, including but not limited to gross production and severance taxes, gathering and transportation costs from the wellhead to the point of sale, treating, compression, and processing. On product sold at the well, the royalty shall be 15% 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.
- 4. Where gas from a well capable of producing gas (or from a well in which dewatering operations have commenced), is not sold or used after the expiration of the Primary Term, Lessee shall pay or tender as royalty to Lessor at the address set forth above One Dollar (\$1.00) per year per net mineral acre, such payment or tender to be made on or before the anniversary date of this Lease next ensuing after the expiration of ninety (90) days from the date such well is shut in or dewatering operations are commenced and thereafter on or before the anniversary date of this Lease during the period such well is shut in or dewatering operations are being conducted.
- 5. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid 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 Premises for Lessee's operations thereon, except water from the wells of Lessor.
  - 7. When requested by Lessor, Lessee shall bury Lessee's pipeline below plow depth.
  - 8. No well shall be drilled nearer than 200 feet to the house or barn now on the Premises without written consent of Lessor.
  - 9. Lessee shall pay for damages caused by Lessee's operations to growing crops on the Premises.
  - 10. Lessee shall have the right at any time to remove all machinery and fixtures (including casing) Lessee has placed on the Premises.
- 11. The rights of the Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title 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. If all or any part of this Lease is assigned, no lease hold owner shall be liable for any act or omission of any other leasehold owner.
- 12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either fore or after production, as to all or any part of the Premises and as to any one or more of the formations thereunder, to pool or unitize the least end the mineral estate covered by this Lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or the telly 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 the 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 formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration ch unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofo an completed or upon which operations for drilling have theretofore been commenced. Production, drilling, reworking or dewatering bil thut in for want of a market anywhere on a unit which includes all or a part of this Lease shall be treated as if it were production, operatio drilling. g or dewatering operations or a well shut in for want of a market under this Lease. In lieu of the royalties elsewhere herein specifie ng shut-in gas royalties, Lessor shall receive royalties on production from such unit only on the portion of such production allocated to this I ass; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this Lease and included in the U s to the total number of surface acres in such Unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the Premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. In the event that the Premises or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this Lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and 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. Any delay or interruption caused by storm, flood, act of God or other event of force majeure shall not be counted against Lessee. If, due to the above causes or any cause whatsoever beyond the control of Lessee, Lessee is prevented from conducting operations hereunder, such time shall not be counted against Lessee, and this Lease shall be extended for a period of time equal to the time Lessee was so prevented, anything in this Lease to the contrary notwithstanding.

14. 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, insofar as said right of dower and homestead may in any way affect the purposes for which this Lease is made, as recited herein.

15. Should any one or more the parties named as Lessor herein 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 hinding on the hoir execute 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.

16. If at any time within the primary term of this lease and while the same remains in force and effect, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease (top lease) covering all or part of the aforedescribed lands, lessee shall have the continuing option by meeting any such offer to acquire such top lease. Any offer must be in writing, and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such lease, and include a copy of the lease form to be utilized which form should reflect all pertinent and relevant terms and conditions of the top lease. Lessee shall have fifteen (15) days after receipt, from Lessor, of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer.

IN WITNESS WHEREOF, this instrument is executed as of the content	date first above written.
728 27th Ave LLC  The AMartin  Robin R. Martin	manager /owner
STATE OF SS.  COUNTY OF SS.  BEFORE ME, the undersigned, a Notary Public, in and for said County and personally appeared St. Notary Public, in and for said County and personally appeared St. Notary Public, in and for said County and personally appeared St. Notary Public, in and for said County and personally appeared St. Notary Public, in and for said County and personally appeared St. Notary Public, in and for said County and the identical persons described in and who executed the within and foregoes same as their free and voluntary act and deed for the uses and purposes the	d State, on this leady of December 2014, Of 10th of writing, acknowledged to me that they duly executed the crein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed	ed my notarial seal the day and year last above written.
My Commission Expires	Mary a Metzer Notary Public.
MARY J METZO NOTARY PUBL	

MARY J METZGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20104050775
MY COMMISSION EXPIRES NOVEMBER 17, 2018

When recorded return to:

Mineral Resources, Inc. P.O. Box 328 Greeley, CO 80632





