



December 12, 2018

Extraction Oil & Gas, Inc.
370 17th Street, Suite 5300
Denver, CO 80202
Attn: Lance Moorman

**RE: Access Agreement to Conduct Re-plugging Operations on Nashland #1 Well
(API# 05-123-05340); Section 24, T7N, R67W**

Dear Mr. Moorman,

Pursuant to this Access Agreement and its leasehold rights, Bayswater Fund III-A, LLC and Bayswater Resources LLC (collectively "Bayswater") hereby authorizes Extraction Oil & Gas, Inc. ("Extraction") to enter upon its leasehold and perform re-plugging operations on the Nashland #1 Well (API# 05-123-05340). Bayswater owns that certain oil and gas lease dated November 15, 2011, between Jacob W. Hirsch III, as lessor, and Bayswater Exploration & Production, LLC, as lessee, recorded on December 7, 2011, at R.N. 3810372 in the real property records of the Weld County Clerk and Recorder (the "Hirsch Lease"). Said lease grants unto Bayswater the right to enter upon the surface lands within the SW and S2NW of Section 24, 7 North, Range 67 West to explore for and produce oil and gas from the underlying mineral estate. The Nashland #1 Well is located in the SWSW of Section 24, lands covered by the Hirsch Lease.

On September 11, 2017, the Colorado Oil and Gas Conservation Commission ("COGCC") established a 1,280-acre drilling and spacing unit for the development of the Niobrara and Codel Formations covering Sections 23 and 24, Township 7 North, Range 67 West, 6th P.M., Weld County, Colorado (the "Schlotthauer Unit"). The Hirsch Lease is within that unit. Extraction has obtained well permits from the COGCC for several horizontal wells within the Schlotthauer Unit including the Schlotthauer 23E-20-11N (API# 05-123-48594), which will penetrate and produce the minerals in the Hirsch Lease. Bayswater supports the development of its Hirsch Lease by Extraction's proposed development of the Schlotthauer Unit. Bayswater is informed that in order for Extraction to drill one or more of the Schlotthauer wells, the COGCC is requiring, pursuant to the DJ-Basin Horizontal Well Offset Well Policy, that Extraction re-plug the Nashland #1 Well. As a working interest owner in the Schlotthauer Unit and pursuant to its rights in the Hirsch Lease, Bayswater hereby authorizes Extraction to enter upon the lands covered by the Hirsch Lease to re-plug the Nashland #1 Well.

Extraction agrees to release, defend and indemnify Bayswater and hold Bayswater harmless from any and all claims, demands, actions, losses, liabilities, damages including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties arising from or in any way related to the re-plugging operations for the Nashland #1 Well (collectively, the "Claims"). The duty to defend and indemnify shall extend to,

but shall not be limited to, conflicting claims of property use, environmental damage or anything else arising out of the re-plugging operations for the Nashland #1 Well. This indemnity and duty to defend shall survive delivery of this Letter Agreement and shall bind all successors and assigns of Bayswater and Extraction.

This Access Agreement is made effective December 12, 2018.

BAYSWATER FUND III-A, LLC

By: [Signature]
Name: Kris Belcher
Title: Land Manger

BAYSWATER RESOURCES LLC

By: [Signature]
Name: Kris Belcher
Title: Land Manager

EXTRACTION OIL & GAS, INC.

By: [Signature]
Name: Curt Moore
Title: VP Land