

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

EXTRACTION OIL & GAS, INC. *et al.*,¹

Debtors.

)
) Chapter 11
)

) Case No. 20-11548 (CSS)
)

) (Jointly Administered)
)

) Hearing Date: September 24, 2020 at 3:00 p.m. ET
) Objection Deadline: September 15, 2020 at 4:00
) p.m. ET
)

DEBTORS' APPLICATION FOR ENTRY OF
AN ORDER (I) AUTHORIZING THE EMPLOYMENT
AND RETENTION OF RIVERON CONSULTING, LLC
AS ACCOUNTING ADVISOR FOR THE DEBTORS EFFECTIVE AS OF
JULY 24, 2020 AND (II) MODIFYING CERTAIN TIME-KEEPING REQUIREMENTS

The above-captioned debtors and debtors in possession (collectively, the "Debtors") respectfully state the following in support of this application (this "Application"):

Relief Requested

1. The Debtors seek entry of an order (the "Order"), substantially in the form attached hereto as **Exhibit A**: (a) authorizing the Debtors to retain and employ Riveron Consulting, LLC ("Riveron") as their accounting advisor, effective as of July 24, 2020, in accordance with the terms and conditions set forth in the engagement letter, dated July 24, 2020 (as may be amended from time to time) (the "Engagement Letter"),² and (b) modifying certain time-keeping requirements.

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 (8170); 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.

² A copy of the Engagement Letter is attached to the Order as **Exhibit 1**. To the extent anything in this Application is inconsistent with the Engagement Letter, the terms of the Engagement Letter shall control. Capitalized terms



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2. In support of this Application, the Debtors submit the declaration of Helen Mason (the “Mason Declaration”), attached hereto as **Exhibit B**.

Jurisdiction and Venue

3. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012 (the “Amended Standing Order”). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Local Rules”), to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are sections 327(a) and 328(a) of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), Bankruptcy Rules 2014 and 2016, and Bankruptcy Local Rules 2014-1, 2016-1, and 2016-2.

6. On June 14, 2020 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description surrounding the facts and circumstances of these chapter 11 cases is set forth in the *Declaration of Matthew R. Owens, Co-Founder, President and Chief Executive Officer of the Debtors, in Support of Chapter 11*

used but not otherwise defined in this Application shall have the meanings ascribed to such terms in the Engagement Letter.

Petitions and First Day Motions [Docket No. 18] (the “First Day Declaration”), filed on June 15, 2020 and incorporated by reference herein.

7. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. These chapter 11 cases have been consolidated for procedural purposes only and are jointly administered pursuant to Bankruptcy Rule 1015(b) [Docket No. 79]. On June 30, 2020, the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Committee”) [Docket No. 155].

Riveron’s Qualifications

8. Founded in 2006, Riveron is a business advisory firm with over 500 employees in 13 offices across the United States and offers a full suite of services spanning mergers and acquisitions, financial reporting, performance improvement, technology enablement, and finance operations, for both healthy and distressed environments. The Debtors believe that Riveron possesses extensive accounting expertise that will be useful in helping the Debtors maximize the value of their estates and that Riveron is well-qualified to advise the Debtors.

9. The Debtors are advised that Riveron has extensive experience in providing accounting and financial reporting support to large and complex entities and has supported debtors and other parties in interest in numerous large and complex chapter 11 cases.

10. As a result of Riveron’s broad and extensive experience, the Debtors believe Riveron has the necessary qualifications to effectively and efficiently provide the services described in the Engagement Letter. Accordingly, the Debtors submit that the retention of Riveron, on the terms and conditions described herein and in the Engagement Letter, is necessary,

appropriate, and in the best interests of the Debtors' estates, creditors, and all other parties in interest, and should be granted in all respects.

Services To Be Provided

11. Subject to order of this Court, it is proposed that Riveron be employed to render certain accounting advisory services (the "Services"), all as set forth more fully in the Engagement Letter and as requested by the Debtors and agreed to by Riveron. The Services include:

- (a) **Financial reporting.**
 - (i) Assist the Debtors with drafting and preparing content for SEC filings.
 - (ii) Draft technical accounting memoranda relating to issues arising from first day motions, potential asset impairment, and other transactions.
- (b) **Accounting Operations.**
 - (i) Assist the Debtors with changes to current accounting policies and procedures related to the chapter 11 filing.
 - (ii) Support the Debtors with monthly financial close process, as needed.
 - (iii) Work with the Debtors to fulfil ad hoc financial reporting requests from stakeholders.
- (c) **Fresh Start Accounting.**
 - (i) Aid in the development of the plan for assessing the fair value approach to all in-scope accounts.
 - (ii) Prepare draft of financial statements four-column table and related restructuring footnotes.
 - (iii) Liaise with third-party firm to integrate valuation report amounts into financial statement reporting including approach and disclosures.
 - (iv) Support the Debtors in the completion of any Pricewaterhousecoopers LLP ("PwC") audit requests, as needed.
 - (v) Assist the Debtors with any ad hoc requests.

12. While the Debtors will also seek to retain PwC as a tax and accounting advisor, the Debtors believe that Riveron's services will not duplicate the services that PwC or other professionals will be providing to the Debtors in the chapter 11 cases. PwC will be providing tax and audit services to the Debtors, while Riveron will be providing internal accounting services to

the Debtors. Both PwC's and Riveron's services will benefit the Debtors' estate, without being duplicative. Riveron will carry out unique functions and will use reasonable efforts to coordinate with the Debtors' other retained professionals to avoid the unnecessary duplication of services.

Allowance of Fees and Expenses

13. Riveron intends to apply to the Court for allowance of compensation and reimbursement of expenses for the services performed for the Debtors, in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, as well as pursuant to any additional procedures that may be, or already have been, established by this Court in these chapter 11 cases.

14. In consideration of the services to be provided by Riveron, and as more fully set forth in the Engagement Letter, subject to this Court's approval, the Debtors and Riveron have agreed to the following terms of compensation (the "Fee and Expense Structure"):

Level	Hourly Rate Range
Managing Director	\$435 – \$675
Director	\$350 – \$540
Senior Manager	\$335 – \$500
Manager	\$280 - \$475
Senior Associate	\$245 - \$455
Associate	\$175 - \$300

15. Additionally, Riveron will bill for all reasonable and/or customary cost and expenses incurred on the Debtors' behalf during the engagement. Expenses may include reasonable and customary out-of-pocket costs and expenses, such as overnight mail, messenger,

travel, meals, accommodations, and other costs and expenses related to the engagement, including fees and expenses of external legal counsel related to this Application and future fee applications.

16. As set forth in the Mason Declaration, Riveron has no agreement with any other entity to share with such entity any compensation received by Riveron in connection with the Debtors' bankruptcy cases, other than as permitted by section 504 of the Bankruptcy Code.

17. The Debtors believe that the Fee and Expense Structure is (a) consistent with and typical of compensation arrangements entered into by Riveron and other comparable firms in connection with the rendering of similar services under similar circumstances, (b) reasonable, and (c) designed to compensate Riveron fairly for its work and to cover fixed and routine overhead expenses.

Modification of Compliance With Requirements Regarding Time Entry Detail

18. The Debtors are advised that Riveron typically bills its clients on a flat fee basis and thus it is not the practice of Riveron's professionals to keep detailed time records in one-tenth-of-an-hour increments (0.1) (*i.e.*, six-minute increments) as customarily kept by attorneys and required by the *Guidelines for Reviewing Applications for Compensation Filed Under 11 U.S.C. § 330 in (1) Larger Chapter 11 Cases By Those Seeking Compensation Who Are Not Attorneys, (2) All Chapter 11 Cases Below the Larger Case Thresholds, and (3) Cases Under Other Chapters of the Bankruptcy Code* (the "Fee Guidelines"). Instead, the customary practice of Riveron's professionals is to keep reasonably detailed records of services rendered during the course of an engagement in half-hour (0.5) increments. Accordingly, the Debtors request that Riveron be required to comply with all requirements of Bankruptcy Rule 2016(a) and Bankruptcy Local Rule 2016-2, including all information- and time-keeping requirements, except that (a) Riveron shall be permitted to keep professional time records in half-hour increments,

(b) Riveron's professionals shall not be required to keep time records on a project category basis, and (c) Riveron shall not be required to provide or conform to any schedules of hourly rates. Given the nature of the services to be provided by Riveron, such billing format and associated time details will be sufficient for the Debtors and other parties in interest to make informed judgments regarding the nature and appropriateness of Riveron's services and fees.

Indemnification Provisions

19. As part of the overall compensation payable to Riveron under the terms of the Engagement Letter, and as more fully set forth in the Engagement Letter, the Debtors have agreed to indemnify and hold harmless each of Riveron, its employees, and affiliates (together, the "Riveron Entities"), and their respective partners, members, managers, shareholders, controlling persons, employees, personnel, agents, representatives, and subcontractors (collectively, the "Indemnified Parties") against any and all losses, claims, damages, liabilities, penalties, obligations, and expenses caused by, relating to, based upon, or arising out of the retention of Riveron, the execution and delivery of the Engagement Letter, and the Indemnified Parties' acceptance of or the performance or nonperformance of their obligations under the Engagement Letter; *provided, however*, that such indemnity shall not apply to any loss, claim, damage, liability, or expense to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct (such obligations, the "Indemnification Obligations").

20. The Debtors and Riveron believe that the Indemnification Obligations are customary and reasonable for both out-of-court and chapter 11 advisory engagements and, as

would be modified by the Order, reflect the qualifications and limitations on indemnification provisions that are customary in this district and other jurisdictions.

21. The terms and conditions of the Engagement Letter and the Indemnification Obligations were negotiated by the Debtors and Riveron at arm's length and in good faith. The Debtors respectfully submit that the Indemnification Obligations, viewed in conjunction with the other terms of Riveron's proposed retention, are reasonable and in the best interests of the Debtors, their estates, and all parties in interest. Accordingly, the Debtors request that this Court approve the Engagement Letter, including the Indemnification Obligations.

Riveron's Disinterestedness

22. To the best of the Debtors' knowledge, information, and belief, Riveron, its members, partners, principals, and professionals assigned to these chapter 11 cases by Riveron do not have any connection with or any interest adverse to the Debtors, their creditors, or any other party in interest, except as may be set forth in the Mason Declaration.

23. In connection with its proposed retention by the Debtors in these chapter 11 cases, Riveron undertook to determine whether Riveron has any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors or their estates. Specifically, Riveron obtained from the Debtors a comprehensive list of the types of entities who may be parties in interest in these chapter 11 cases (the "Potential Parties in Interest"), a copy of which is annexed as **Schedule 1** to the Mason Declaration.

24. Based upon the Mason Declaration, the Debtors submit that Riveron is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code. The Debtors have been informed that Riveron will conduct an ongoing review of its files to ensure that no disqualifying circumstances

arise. If any new relevant facts or relationships are discovered, Riveron will supplement its disclosure to the Court.

25. Under the terms of Riveron's engagement, Riveron did not require a retainer. During the ninety (90) days immediately preceding the Petition Date, the Debtors paid Riveron \$0.00. . As of the Petition Date, the Debtors did not owe Riveron for any fees or expenses incurred prior to the Petition Date.

Basis for Relief

26. The Debtors seek authority to retain and employ Riveron as their accounting advisor under section 327 and 328 of the Bankruptcy Code, which provides that a debtor is authorized to employ professional persons "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor's] duties under this title." 11 U.S.C. § 327(a). Section 1107(b) of the Bankruptcy Code elaborates upon section 327(a) of the Bankruptcy Code and provides that "a person is not disqualified for employment under section 327 of [the Bankruptcy Code] by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the case." 11 U.S.C. § 1107(b).

27. The Debtors further seek approval of the fixed weekly fee pursuant to section 328(a) of the Bankruptcy Code, which provides, in relevant part, that the Debtors, "with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, *on a fixed* or percentage fee basis, or on a contingent fee basis." 11 U.S.C. § 328(a) (emphasis added). Accordingly, section 328 of the Bankruptcy Code permits the compensation of professionals on flexible terms that reflect the nature of their services and market conditions. The

Debtors believe that the fixed fee provides for reasonable terms and conditions of employment, comparable to other leading accounting and consulting firms and, thus, should be approved under section 328(a) of the Bankruptcy Code (except that the U.S. Trustee may review such compensation under sections 330 and 331 of the Bankruptcy Code).

28. Therefore, the Debtors submit that the relief requested in this Application is in the best interests of the Debtors' estates, creditors, and all parties in interest to these chapter 11 cases.

Notice

29. Notice of the hearing on the relief requested in this Application will be provided by the Debtors in accordance and compliance with Bankruptcy Rules 4001 and 9014, as well as the Bankruptcy Local Rules, and is sufficient under the circumstances. Without limiting the foregoing, due notice will be afforded, whether by facsimile, electronic mail, overnight courier, or hand delivery, to parties in interest, including: (a) the U.S. Trustee for the District of Delaware; (b) counsel to the Committee; (c) the administrative agent under the Debtors' prepetition senior credit facility or, in lieu thereof, counsel thereto; (d) the lenders under the Debtors' prepetition senior credit facility or, in lieu thereof, counsel thereto; (e) the indenture trustee for the Debtors' prepetition senior notes or, in lieu thereof, counsel thereto; (f) the holders of the Debtors' prepetition senior notes or, in lieu thereof, counsel thereto; (g) the ad hoc group of holders of the Debtors' preferred equity or, in lieu thereof, counsel thereto; (h) the United States Attorney's Office for the District of Delaware; (i) the Internal Revenue Service; (j) the United States Securities and Exchange Commission; (k) the state attorneys general for states in which the Debtors conduct business; and (l) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request that the Court enter the Order, granting the relief requested in this Application and granting such other and further relief as is appropriate under the circumstances.

Dated: August 25, 2020
Wilmington, Delaware

/s/ Matthew R. Owens

Matthew R. Owens
Co-Founder, President and Chief
Executive Officer
Extraction Oil & Gas, Inc.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

EXTRACTION OIL & GAS, INC. *et al.*,¹

Debtors.

Chapter 11

Case No. 20-11548 (CSS)

(Jointly Administered)

Hearing Date: September 24, 2020 at 3:00 p.m. (ET)

Objection Deadline: September 15, 2020 at 4:00 p.m. (ET)

NOTICE OF APPLICATION AND HEARING

PLEASE TAKE NOTICE that, on August 25, 2020, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the **Debtors’ Application for Entry of an Order (I) Authorizing the Employment and Retention of Riveron Consulting, LLC as Accounting Advisor for the Debtors Effective as of July 24, 2020 and (II) Modifying Certain Time-Keeping Requirements** the “Application”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that any objections or responses to the Application must be in writing and filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801 **on or before 4:00 p.m. (prevailing Eastern Time) on September 15, 2020** and shall be served on: (i) the Debtors, Extraction Oil & Gas, Inc., 370 17th Street, Suite 5300, Denver, Colorado 80202, Attn: Eric Christ; (ii) counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Christopher Marcus, P.C., Allyson Smith Weinhouse, and Ciara Foster; and (iii) co-counsel to the Debtors, Whiteford, Taylor & Preston LLC, The Renaissance Centre, 405 North King Street, Suite 500, Wilmington, Delaware 19801, Attn: Marc R. Abrams, Richard W. Riley, and Stephen B. Gerald.

PLEASE TAKE FURTHER NOTICE that, if an objection is properly filed and served, a hearing will be held before The Honorable Christopher S. Sontchi, United States Bankruptcy Judge for the District of Delaware, at the Court, 824 Market Street, 5th Floor, Courtroom No. 6, Wilmington, Delaware, 19801 on **September 24, 2020 at 3:00 p.m. (prevailing Eastern Time)**.

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 (8170); 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.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: August 25, 2020
Wilmington, Delaware

/s/ Stephen B. Gerald

WHITEFORD, TAYLOR & PRESTON LLC²

Marc R. Abrams (DE No. 955)
Richard W. Riley (DE No. 4052)
Stephen B. Gerald (DE No. 5857)
The Renaissance Centre
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Telephone: (302) 353-4144
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- and -

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Christopher Marcus, P.C. (admitted *pro hac vice*)
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Co-Counsel to the Debtors and Debtors in Possession

² Whiteford, Taylor & Preston LLC operates as Whiteford Taylor & Preston L.L.P. in jurisdictions outside of Delaware.

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
EXTRACTION OIL & GAS, INC. <i>et al.</i> , ¹)	
)	Case No. 20-11548 (CSS)
)	
Debtors.)	(Jointly Administered)
)	
)	Re: Docket No. __

**ORDER (I) AUTHORIZING THE EMPLOYMENT
AND RETENTION OF RIVERON CONSULTING, LLC
AS ACCOUNTING ADVISORS TO THE DEBTORS, EFFECTIVE AS OF
JULY 24, 2020, AND (II) MODIFYING CERTAIN TIME-KEEPING REQUIREMENTS**

Upon the application (the “Application”)² of the debtors in possession in the above-captioned case (collectively, the “Debtors”) for entry of an order (this “Order”) pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”), authorizing the Debtors to employ and retain Riveron Consulting, LLC (“Riveron”) as accounting advisors, effective as of July 24, 2020, on the terms set forth in the engagement letter (the “Engagement Letter”) attached hereto as **Exhibit 1**; and upon the Mason Declaration, attached as **Exhibit B** to the Application; all as more fully set forth in the Application; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and that this Court may enter a final order consistent

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 (8170); 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.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.
2. Pursuant to sections 327(a) and 328 of the Bankruptcy Code, the Debtors are hereby authorized to retain Riveron as accounting advisor to the Debtors, as of July 24, 2020, on the terms set forth in the Engagement Letter, as modified by this Order.
3. The terms of the Engagement Letter, including the Fee and Expense Structure, are reasonable terms and conditions of employment and are hereby approved.
4. Except as stated below, Riveron shall be compensated in accordance with, and will file, interim and final fee applications for the allowance of compensation and expenses and shall be subject to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Fee Guidelines, and any further order of this Court.
5. Notwithstanding paragraph 4 above, the fixed fees payable to Riveron pursuant to the Engagement Letter are hereby approved as reasonable and shall be (a) compensated and

reimbursed pursuant to the Bankruptcy Code in accordance with the terms of the Engagement Letter, subject to the procedures set forth in the Fee Guidelines, the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable orders of this Court and (b) subject to review only pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code, except that the U.S. Trustee may review such compensation under sections 330 and 331 of the Bankruptcy Code.

6. The fee and expense structure set forth in the Engagement Letter and the Application is approved and Riveron is entitled to reimbursement of actual and necessary expenses, included legal fees related to this Application and future fee applications approved by the Court; *provided, however*, that Riveron shall not seek reimbursement of any fees incurred defending any of Riveron' fee applications in these cases.

7. Riveron shall comply with all requirements of Bankruptcy Rule 2016(a) and Bankruptcy Local Rule 2016-2, including all information- and time-keeping requirements, except that (a) Riveron shall be permitted to keep professional time records in half-hour increments, (b) Riveron's professionals shall not be required to keep time records on a project category basis, and (c) Riveron shall not be required to provide or conform to any schedules of hourly rates.

8. Riveron shall use reasonable efforts to avoid duplication of services provided by any of the Debtors' other retained professionals in the chapter 11 cases.

9. To the extent that Riveron uses the services of independent contractors or subcontractors (collectively, the "Contractors") in these cases, Riveron shall (a) pass through the cost of such Contractors to the Debtors at the same rate that Riveron pays the Contractors; (b) seek reimbursement for actual costs only; (c) ensure that the Contractors are subject to the same

conflicts checks as required for Riveron; and (d) file with this Court such disclosures required by Bankruptcy Rule 2014 with respect to such Riveron.

10. The indemnification provisions included in the Engagement Letter are approved, subject to the following:

- (a) No Indemnified Parties shall be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Letter for services, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court.
- (b) The Debtors shall have no obligation to indemnify any Indemnified Party, or provide contribution or reimbursement to any Indemnified Party, for any claim or expense to the extent it is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from the Indemnified Party's gross negligence, willful misconduct or bad faith; (ii) for a contractual dispute in which the Debtors allege breach of an Indemnified Party's contractual obligations, unless this Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Company*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to subparagraph (c) hereof to be a claim or expense for which the Indemnified Party should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter, as modified by this Order.
- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing the chapter 11 cases, an Indemnified Party believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs, the Indemnified Party must file an application therefor in this Court, and the Debtors may not pay any such amounts to the Indemnified Party before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by any Indemnified Parties for indemnification, contribution, and/or reimbursement, and is not a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, the Indemnified Parties. All parties in interest shall retain the right to object to any demand by any Indemnified Parties for indemnification, contribution and/or reimbursement.

11. Any limitation of liability under the terms of the Engagement Letter is deemed to be of no force or effect during the chapter 11 cases.

12. To the extent that this Order is inconsistent with the Engagement Letter, the terms of this Order shall govern.

13. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

14. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

15. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Engagement Letter



CONFIDENTIAL

July 24, 2020

Tom Brock
CAO
Extraction Oil & Gas Inc.
370 17th Street, Suite 5300
Denver, CO 80202

Dear Mr. Brock,

This letter, together with the attached Terms and Conditions and applicable schedules, sets forth the entire agreement (the "Agreement") between Riveron Consulting, LLC, a Texas limited liability company ("Riveron"), and Extraction Oil & Gas Inc. ("Extraction" or the "Company") for the engagement of Riveron to provide accounting support services to the Company.

ENGAGEMENT MANDATE

This Agreement and the underlying engagement shall initially include, but shall not necessarily be limited to, the following matters (the "Services"):

1. Financial reporting
 - Assist Company with drafting and preparing content SEC filings
 - Draft technical accounting memos related to issues arising from first day motions, potential asset impairment and other transactions
2. Accounting Operations
 - Assist Company with changes to current accounting policies and procedures related to bankruptcy filing
 - Support Company with monthly financial close process, as needed
 - Work with Company to fulfill ad hoc financial reporting requests from stakeholders
3. Fresh Start Accounting
 - Aid in the development of the plan for assessing the fair value approach to all in-scope accounts
 - Prepare draft of financial statements four-column table and related restructuring footnotes
 - Liaise with third party firm to integrate valuation report amounts into financial statement reporting including approach and disclosures
 - Support Company in the completion of any PwC audit requests, as needed
 - Assist Company with any ad hoc requests

OTHER

This Agreement, together with the attached Terms and Conditions and applicable schedules (each of which is expressly incorporated herein and made a part hereof), sets forth the entire understanding of the parties concerning the matters contained herein and therein and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the matters contained herein. In case of conflict between the wording in this Agreement and the Terms and Conditions, the wording of this Agreement shall prevail.

The Company shall compensate Riveron for its Services and reimburse it for its expenses, as set forth in the attached Terms and Conditions or any schedule attached hereto.

If these arrangements are acceptable, please sign one copy of this Agreement and return it to us. We very much appreciate the opportunity to assist the Company and would be pleased to furnish any additional information you may request concerning our responsibilities and functions.

Sincerely,

RIVERON CONSULTING, LLC

By: Helen Mason

Date: July 31, 2020

Name: Helen Mason

Title: Managing Director

Agreed and accepted:

Extraction Oil & Gas Inc.

By: Tom Brock

Date: 8-17-20

Name: Tom Brock

Title: CAO

TERMS AND CONDITIONS

In case of conflict between the wording in the Agreement and these Terms and Conditions, the wording of the Agreement shall prevail.

ASSUMPTIONS/COMPANY RESPONSIBILITIES

Riveron does not provide any assurance regarding the outcome of the Services and its fees will not be contingent on the results of such work (other than as expressly set forth relating to any success fee). The Company shall assign a qualified person to oversee the Services and will be responsible for all management decisions related to the Services as well as the use or implementation of such Services by the Company. Unless otherwise agreed on any schedule, Riveron is not assuming any responsibility to fill a decision-making or management role for the Company. Riveron will not be responsible for any failure or delay in performance due in whole or in part to any cause beyond its control. The Company's management shall establish and maintain an effective control structure for the Company, and the engagement to provide the Services shall neither relieve the Company's management of that responsibility nor transfer that responsibility to Riveron. The Company agrees to promptly provide (and will use reasonable efforts to cause others to promptly provide) to Riveron, the information, resources and assistance that Riveron reasonably requires or requests to perform the Services. Riveron will rely on all the information made available to it by the Company and will have no responsibility to evaluate the reliability, accuracy or completeness of the information it is provided, or the sufficiency of the information for the Company's purposes. Finally, the Services may include the preparation of projections or other forward-looking statements – which will be based solely on the information provided by the Company. Riveron has no obligation or duty to diligence, verify or validate any such information.

REIMBURSEMENT OF EXPENSES

In addition to the fees outlined on each applicable schedule, Riveron will bill for all documented reasonable and/or customary costs and expenses that are incurred on the Company's behalf during this engagement. Expenses may include reasonable and customary out-of-pocket costs and expenses such as overnight mail, messenger, travel, meals, accommodations and other costs and expenses related to the engagement. For the avoidance of doubt, fees will include reasonable fees and expenses

of outside counsel and other professional advisors. Unless otherwise noted on a schedule to the Agreement, payment of each invoice is due upon receipt via wire transfer or U.S. funds.

BILLING

The Company shall compensate Riveron for its Services as set forth above and as set forth on each applicable schedule. Riveron shall submit invoices on a monthly basis for Services rendered and expenses incurred, due and payable upon receipt. All amounts invoiced are not contingent upon any deliverables, any specific activities or upon the outcome of any case or matter. Riveron's fees are exclusive of taxes or similar charges, which shall be the responsibility of the Company.

STAFFING

Subject to and conditioned upon the fulfillment of all requirements noted in this provision, any of the employees of Riveron or its wholly-owned subsidiaries may provide the necessary personnel to complete the Services set forth in the Agreement (the "Personnel").

TERM

Either party may terminate the Agreement at any time and for any reason by giving the other party written notice at least 15 Business Days prior to the desired date of termination, provided that all professional fees and expenses (including any documented reimbursable costs and expenses), both billed and unbilled, through the date of termination shall become immediately due and payable by the Company or, at the option of Riveron, may be set off against the Retainer. Riveron may immediately terminate the Agreement at any time upon the Company's failure to perform an obligation under the Agreement, including, without limitation, the Company's obligation to pay any fees and expenses (including any documented reimbursable costs and expenses) due and payable by the Company to Riveron, by giving the Company written notice of such breach. The provisions of the Agreement that provide for rights or obligations of the parties that extend beyond the termination of the Agreement, including confidentiality, indemnification, limitation of liability and dispute resolution, shall survive and continue to bind the parties.

CONFLICTS

To the best of Riveron's actual knowledge and except as set forth on Schedule 2: (a) Riveron, its employees,

and affiliates (the "Riveron Entities"), do not have any financial interest or business connection with the Company other than as contemplated by the Agreement, and (b) there is no conflict of interest for Riveron in providing the Services. The Riveron Entities: (a) have in the past and from time to time do represent the parties specifically noted on Schedule 2 in matters unrelated to the Company ("Unrelated Matters"); and (b) may represent the parties specifically noted on Schedule 3 (the "Related Matters") in matters related to the Company (collectively, the "Disclosed Representations"). The Riveron Entities do not anticipate having any future involvement in the Related Matters, except as provided in this Agreement. The Company (1) waives any conflict of interest relating to performance of professional services by any of the Riveron Entities in connection with the Disclosed Representations, (2) consents to the continued performance of professional services by any of the Riveron Entities for the disclosed parties in connection with the Unrelated Matters, and (3) releases the Riveron Entities, their employees, officers, and affiliates, of any claim or liability arising prior to the date of the Agreement, relating to the Disclosed Representations.

NON-SOLICITATION

Both parties acknowledge and agree that each party has made a significant monetary investment in its key employees and that the loss of key employees will have a negative impact on the party. Therefore, during the course of this engagement and for twelve (12) months thereafter, both parties, on behalf of itself and its affiliates, agrees not directly or indirectly hire, contract with, or solicit any key employees of the other party assigned to the engagement to become an employee or consultant of the party or any of its affiliates. This section does not apply where an employee of a party seeks employment with another party in response to an advertisement placed into the public domain for that position unless that other party has solicited, directly or indirectly, the application from that employee for that position. If either party violates this provision, a fee of 100% of such individual's first year's annual compensation will be due and payable by the hiring party to the other party as fair and reasonable compensation for the loss sustained, within thirty (30) days of the date of hire, unless other arrangements are agreed upon in writing by the Parties.

INDEMNIFICATION/LIMITS OF LIABILITY

The Company agrees to indemnify and hold harmless each of the Riveron Entities, its affiliates, and its and their respective partners, members, managers, shareholders, controlling persons, employees, Personnel, agents, representatives and subcontractors (each, an "Indemnified Party" and collectively, the "Indemnified Parties") against any and all losses, claims, damages, liabilities, penalties, obligations and expenses (based on any legal theory), including the actual and documented reasonable costs for counsel or others (including employees of Riveron, based on their then current hourly billing rates) in investigating, preparing or defending any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing the Agreement (including these indemnity provisions), as and when incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the retention of Riveron, the execution and delivery of the Agreement, and the Indemnified Parties' acceptance of or the performance or nonperformance of their obligations under the Agreement; provided, however, such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct. The Company further agrees that it will not, without the prior consent of an Indemnified Party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which such Indemnified Party seeks indemnification hereunder (whether or not such Indemnified Party is an actual party to such claim, action, suit or proceedings) unless such settlement, compromise or consent includes an unconditional release of such Indemnified Party from all liabilities arising out of such claim, action, suit or proceeding.

In the event that, at any time whether before or after termination of the engagement or the Agreement, as a result of or in connection with the Agreement or Riveron's and its Personnel's role under the Agreement, Riveron or any Indemnified Party is required to produce any of its Personnel (including former employees) for examination, deposition or other written, recorded or oral presentation, or Riveron or any of its Personnel (including former employees) or any other Indemnified Party is required to produce or otherwise review, compile, submit,

duplicate, search for, organize or report on any material within such Indemnified Party's possession or control pursuant to a subpoena or other legal (including administrative) process, the Company will reimburse the Indemnified Party for its actual and documented reasonable out-of-pocket expenses, including the reasonable fees and expenses of its counsel, and will compensate the Indemnified Party for the reasonable time expended by its Personnel based on such Personnel's then current hourly rate.

If any action, proceeding or investigation is commenced to which any Indemnified Party proposes to demand indemnification hereunder, such Indemnified Party will notify the Company with reasonable promptness. The Company shall promptly pay the actual and documented reasonable expenses incurred by any Indemnified Party in defending, participating in, or settling any action, proceeding or investigation in which such Indemnified Party is a party or is threatened to be made a party or otherwise is participating in by reason of the engagement under the Agreement, upon submission of invoices therefor, whether in advance of the final disposition of such action, proceeding, or investigation or otherwise.

Neither termination of the Agreement nor termination of Riveron's engagement nor the filing of a petition under the United States Bankruptcy Code (nor the conversion of an existing case to one under a different chapter) shall affect these indemnification provisions, which shall hereafter remain operative and in full force and effect.

The rights provided herein shall not be deemed exclusive of any other rights to which the Indemnified Parties may be entitled under the certificate of incorporation or bylaws of the Company, any other agreements, any applicable law or otherwise.

Riveron shall not be liable to the Company, or any party asserting claims on behalf of the Company, for any loss, claim, damage, liability or expense, except if such loss, claim, damage, liability or expense is determined in a final non-appealable judgment to be the direct result of Riveron's gross negligence or willful misconduct. The Company agrees that no Indemnified Parties, including Riveron, shall be liable to the Company or its successors, affiliates or assigns for any loss, claim, damage, liability or expense, whether in tort, contract or otherwise, in excess of the total amount of fees paid to Riveron under the Agreement for the twelve (12) month period prior to the date of the loss, claim or damage.

No action, regardless of form, arising out of the Services under the Agreement may be brought by the Company more than one (1) year after the date of completion of the Services, except that Riveron may bring an action for non-payment at any time consistent with applicable law.

INDEPENDENT CONTRACTOR

The parties intend that Riveron is an independent contractor of the Company. Neither Riveron nor any of its Personnel or agents is to be considered an employee or agent of the Company and the Personnel and agents of Riveron are not entitled to any of the benefits that the Company provides for the Company's employees. The Company acknowledges and agrees that Riveron's engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC or other state or national professional or regulatory body. At all times during the term of the Agreement, Riveron is and shall be an independent contractor in providing the Services to the Company.

GOVERNING LAW

THE AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS OF SUCH STATE.

DISPUTE RESOLUTION

In the event of any dispute, claim or controversy arising out of or relating to the Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of the Agreement to arbitrate (each, a "Dispute"), the parties shall use their commercially reasonable efforts to settle such Dispute. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to the parties. If the parties do not reach a solution within a period of fifteen (15) days (or such longer period as the parties mutually agree in writing), then, upon notice by any party to the other party, the Dispute shall be determined by arbitration in Dallas, Texas before one arbitrator, provided, however, that Riveron may bring an action for non-payment via arbitration or via lawsuit in any applicable court. The arbitration shall be administered by JAMS pursuant to its Streamlined

Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

CONFIDENTIALITY

Each party acknowledges that material and information which has or will come into its possession or knowledge in connection with the performance of the Services under the Agreement, may include trade secrets and other confidential and proprietary data of the other party (collectively, "Confidential Information").

Each party agrees that it shall not disclose or otherwise make known to any person, other than its Personnel that has a need to know, any Confidential Information without the express written consent of the disclosing party. Neither party will use such Confidential Information for any purpose other than fulfilling its obligations under the Agreement. Each party will take the same precautions it takes to protect its own confidential information of like kind, to prevent any disclosure of Confidential Information, but in no event less than a reasonable degree of care. No disclosure of Confidential Information by either party shall be deemed to be a breach or violation of the Agreement if such disclosure is required to be made in any judicial or administrative proceeding or is otherwise required by applicable law.

The term of this confidentiality undertaking shall commence on the effective date of the Agreement and shall continue until the second anniversary date after it is terminated.

The Company acknowledges and agrees that the terms of this engagement letter as well as any advice, recommendations, information, memorandums or other work product (the "Deliverables") that Riveron provides to Extraction as a result of the Services, are intended for Extraction's sole benefit and Riveron does not authorize any other party (except Company counsel, Company advisors, (including financial,

accounting and audit) or as required by subpoena or other similar legal process) to receive or rely upon such Deliverables. To the extent Extraction desires to disclose the Deliverables to any third-party other than those outlined above, then prior to sharing any such Deliverables, Extraction shall notify Riveron and Riveron may determine, in its sole and reasonable discretion, the parameters around which it will share the applicable Deliverables, if at all.

Riveron will transmit information to the Company by e-mail, over the Internet. Should any confidentiality breaches occur because of data transmission over the Internet, the Company agrees that this will not constitute a breach of any obligation of confidentiality Riveron owes to the Company (unless caused by Riveron's gross negligence or willful misconduct). If the Company wishes to limit such transmission to information that is not highly confidential or seek more secure means of communication for highly confidential information, the Company will need to inform Riveron.

If any term, provision or portion of the Agreement shall be determined to be invalid, void or unenforceable, the remainder of the terms, provisions and portions of the Agreement shall remain in full force and effect.

MISCELLANEOUS

In connection with any bankruptcy filing, the Company has advised Riveron that it will seek approval for Riveron to provide Services to the Company as an ordinary course professional. However, should it become necessary to apply to the Bankruptcy Court for approval of the Company's retention of Riveron under the terms of the Agreement, the form of retention application and proposed order shall be reasonably acceptable to Riveron. Riveron shall have no obligation to provide any further Services if the Company becomes a debtor under the Bankruptcy Code unless Riveron is approved as an ordinary course professional or its retention under the terms of the Agreement is approved by a final order of the Bankruptcy Court. The Company shall assist, or cause its counsel to assist, with filing, serving and noticing of papers related to Riveron's fee and expense matters.

Schedule 1

Fees and Expenses

Riveron's fees for the performance of the Services will be based on the hours spent by Riveron Personnel under the following fee structure:

Level	Hourly Rate Range
Managing Director	\$435 – \$675
Director	\$350 - \$540
Senior Manager	\$335 – \$500
Manager	\$280 - \$475
Senior Associate	\$245 - \$455
Associate	\$175 - \$300

The level of activity forecasted and staffing plan is based upon our initial conversations with Extraction. If Extraction determines at any time that it needs to add additional workstreams to the Services or that it requires more time from current Riveron Personnel or additional Personnel, Extraction and Riveron agree to negotiate a reasonable increase in the weekly fees.

Team sizing and professional fees will be continually reevaluated throughout the engagement and we will be glad to right size accordingly based upon your needs and scope of work.

Billing: The Company shall compensate Riveron for its Services as set forth above. Riveron shall submit invoices on a monthly basis for Services rendered and expenses incurred, due and payable upon receipt. All amounts invoiced are not contingent upon any Deliverables, any specific activities or upon the outcome of any case or matter. Riveron's fees are exclusive of taxes or similar charges, which shall be the responsibility of the Company.

Reimbursement of expenses: Riveron will bill for all reasonable and/or customary costs and expenses that are incurred on the Company's behalf during this engagement. Expenses may include reasonable and customary out-of-pocket costs and expenses such as overnight mail, messenger, travel, meals, accommodations and other costs and expenses related to the engagement. For the avoidance of doubt, in the event of any bankruptcy proceeding, fees will include any costs and expenses incurred by Riveron (including reasonable fees of outside counsel and other professional advisors) in connection with any process to obtain or defend its fees and expenses.

Wiring Instructions: Each invoice shall be payable by wire to the following account:

Texas Capital Bank
2000 McKinney Avenue, Suite 700
Dallas, TX 75201

Riveron Consulting, LLC
ABA#111017979
Acct#1111068142

RIVERON CONSULTING, LLC

By: Helen Mason

Date: 7/31/2020

Name: Helen Mason

Title: Managing Director

Agreed and accepted:
Extraction Oil & Gas Inc.

By: Tom Brock

Date: 8-17-20

Name: Tom Brock

Title: CAO

Exhibit B

Mason Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

EXTRACTION OIL & GAS, INC. *et al.*,¹

Debtors.

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Chapter 11

Case No. 20-11548 (CSS)

(Jointly Administered)

**DECLARATION OF HELEN MASON
IN SUPPORT OF THE DEBTORS' APPLICATION
FOR ENTRY OF AN ORDER (I) APPROVING THE
RETENTION AND EMPLOYMENT OF RIVERON CONSULTING,
LLC AS ACCOUNTING ADVISOR FOR THE DEBTORS EFFECTIVE AS OF
JULY 24, 2020 AND (II) MODIFYING CERTAIN TIME-KEEPING REQUIREMENTS**

I, Helen Mason, being duly sworn, state the following under penalty of perjury and that the following is true to the best of my knowledge, information and belief:

1. I am a Managing Director of Riveron Consulting, LLC ("Riveron"), an accounting and financial services firm that maintains offices at 2515 McKinney Avenue, Suite 1200, Dallas, Texas 75201. I am duly authorized to make this declaration (the "Declaration") on behalf of Riveron. I submit this Declaration in connection with the proposed employment and retention of Riveron as accounting advisor to the debtors and debtors in possession in the above- captioned cases (the "Debtors") to perform services as set forth in the *Debtors' Application for Entry of an Order (I) Approving the Retention and Employment of Riveron Consulting, LLC As Accounting*

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 (8170); 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.

Advisor to the Debtors as of July 24, 2020 and (II) Modifying Certain Time-Keeping Requirements (the “Application”).²

2. The facts set forth in this Declaration are based upon my personal knowledge, upon information and belief, and upon client matter records kept in the ordinary course of business that were reviewed by me or other employees of Riveron under my supervision and direction.

Riveron’s Qualifications

3. Founded in 2006, Riveron is a business advisory firm with over 500 employees in 13 offices across the United States and offers a full suite of services spanning mergers and acquisitions, financial reporting, performance improvement, technology enablement, and finance operations, for both healthy and distressed environments.

4. Riveron has extensive experience in providing accounting and financial reporting support to large and complex entities and has supported debtors and other parties in interest in numerous large and complex chapter 11 cases.

Services To Be Provided

5. Subject to order of this Court, it is proposed that Riveron be employed to render certain accounting advisory services (the “Services”), all as set forth more fully in the Engagement Letter and as requested by the Debtors and agreed to by Riveron. The Services include:

- (a) **Financial reporting.**
 - (i) Assist the Debtors with drafting and preparing content for SEC filings.
 - (ii) Draft technical accounting memoranda relating to issues arising from first day motions, potential asset impairment, and other transactions.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

(b) Accounting Operations.

- (i) Assist the Debtors with changes to current accounting policies and procedures related to the chapter 11 filing.
- (ii) Support the Debtors with monthly financial close process, as needed.
- (iii) Work with the Debtors to fulfil ad hoc financial reporting requests from stakeholders.

(c) Fresh Start Accounting.

- (i) Aid in the development of the plan for assessing the fair value approach to all in-scope accounts.
- (ii) Prepare draft of financial statements four-column table and related restructuring footnotes.
- (iii) Liaise with third-party firm to integrate valuation report amounts into financial statement reporting including approach and disclosures.
- (iv) Support the Debtors in the completion of any Pricewaterhousecoopers LLP (“PwC”) audit requests, as needed.
- (v) Assist the Debtors with any ad hoc requests.

Professional Compensation

6. Riveron intends to apply to the Court for allowance of compensation and reimbursement of expenses for the services performed for the Debtors, in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, as well as pursuant to any additional procedures that may be, or already have been, established by this Court in these chapter 11 cases.

7. In consideration of the services to be provided by Riveron, and as more fully set forth in the Engagement Letter, subject to this Court’s approval, the Debtors and Riveron have agreed to the following terms of compensation (the “Fee and Expense Structure”):

Level	Hourly Rate Range
Managing Director	\$435 – \$675
Director	\$350 – \$540
Senior Manager	\$335 – \$500

Manager	\$280 - \$475
Senior Associate	\$245 - \$455
Associate	\$175 - \$300

8. Additionally, Riveron will bill for all reasonable and/or customary cost and expenses incurred on the Debtors' behalf during the engagement. Expenses may include reasonable and customary out-of-pocket costs and expenses, such as overnight mail, messenger, travel, meals, accommodations, and other costs and expenses related to the engagement, including fees and expenses of external legal counsel related to this Application and future fee applications.

9. Riveron has no agreement with any other entity to share with such entity any compensation received by Riveron in connection with the Debtors' bankruptcy cases, other than as permitted by section 504 of the Bankruptcy Code.

Modification of Compliance With Requirements Regarding Time Entry Detail

10. Riveron intends to apply to the Court for allowance of compensation and reimbursement of expenses for the services performed for the Debtors, in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, as well as pursuant to any additional procedures that may be, or already have been, established by this Court in these chapter 11 cases.

11. Given that Riveron typically bills on a flat fee basis, it is not the practice of Riveron's professionals to keep detailed time records in one-tenth-of-an-hour increments (*i.e.*, six-minute increments) as customarily kept by attorneys and required by the *Guidelines for Reviewing Applications for Compensation Filed Under 11 U.S.C. § 330 in (1) Larger Chapter 11 Cases By Those Seeking Compensation Who Are Not Attorneys, (2) All Chapter 11 Cases Below the Larger Case Thresholds, and (3) Cases Under Other Chapters of the Bankruptcy Code.*

(the “Fee Guidelines”). Instead, the customary practice of Riveron professionals is to keep reasonably detailed records of services rendered during the course of an engagement in half-hour (0.5) increments.

Riveron’s Disinterestedness

12. To the best of Riveron’s knowledge, information, and belief, the members, partners, principals, and professionals assigned to these chapter 11 cases by Riveron do not have any connection with or any interest adverse to the Debtors, their creditors, or any other party in interest, except as may be set forth herein.

13. Under the terms of Riveron’s engagement, Riveron does not require a retainer. During the ninety (90) days immediately preceding the Petition Date, the Debtors paid Riveron \$0.00. As of the Petition Date, the Debtors did not owe Riveron for any fees or expenses incurred prior to the Petition Date.

14. In connection with its proposed retention by the Debtors in these chapter 11 cases, Riveron undertook to determine whether Riveron has any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors or their estates. Specifically, Riveron obtained from the Debtors a comprehensive list of the types of entities who may be parties in interest in these chapter 11 cases (the “Potential Parties in Interest”), a copy of which is annexed as **Schedule 1** hereto.

15. Riveron’s conflict analysis, completed under my supervision, consisted of queries of an internal computer database containing names of individuals and entities that are present or recent former clients, referral sources, and vendors of Riveron in order to identify relationships with the Potential Parties in Interest. In addition, Riveron sent an internal email circulation to Riveron personnel to determine the existence and nature of any representation or other connections by Riveron or its personnel with the Debtors or any of the Potential Parties in Interest that were

made known to Riveron by the Debtors. A summary of the relationships and representations that Riveron was able to identify using its reasonable efforts is set forth on **Schedule 2(a)** hereto. Riveron's representation of each entity listed on **Schedule 2(a)**, however, was or is only on matters that are unrelated to the Debtors and these chapter 11 cases.

16. On December 20, 2019, the parent of Riveron, Riveron Parent Holdings, LP ("**Holdco**") purchased Conway MacKenzie, LLC and certain of its affiliates (collectively, "Conway MacKenzie"). Holdco is controlled by an investment vehicle that is majority owned by H.I.G. Capital Partners V, L.P. and H.I.G. Growth Buyouts & Equity Fund III, L.P. ("Fund V and Fund III"), investment funds managed by H.I.G. Capital, LLC (together with its affiliates other than Holdco and its subsidiaries, "**H.I.G.**"). Conway MacKenzie is a corporate turnaround and management consulting firm, specializing in improving the enterprise value for clients in special situations. Upon completion of Holdco's acquisition of Conway MacKenzie, Riveron and Conway MacKenzie commenced operations as a combined business. As a result of the transaction, Conway MacKenzie, Riveron, and H.I.G. are affiliates under applicable law. The following disclosure is made out of an abundance of caution in an effort to comply with the Bankruptcy Code and Bankruptcy Rules. Conway MacKenzie and H.I.G. are not on the list of potential parties in interest in these cases as of the date hereof.

17. In connection with the combination of Conway MacKenzie and Riveron, Riveron also caused Conway MacKenzie to conduct a review of Conway MacKenzie's contacts with the Debtors and the Potential Parties in Interest that were made known to Riveron by the Debtors. Conway MacKenzie's standard review, consists of (a) a review of the Conway MacKenzie client and vendor entities as provided by Conway MacKenzie, with a comparison to the parties in interest list; and (b) an internal email circulation to Conway MacKenzie personnel to determine the

existence and nature of any representation or other connections by Conway MacKenzie or its personnel with the Debtors or any of the Potential Parties in interest that were made known to Riveron by the Debtors. Based on the results of this review, to the best of my knowledge, Conway MacKenzie does not have a relationship with the Debtors or any of these potential parties in interest, except as set forth on the attached **Schedule 2(b)**.

18. Note that a non-retained affiliate of Riveron, Conway MacKenzie Investment Advisors, LLC (“**CMIA**”) has third-party assets under management. CMIA is an Exempt Reporting Adviser pursuant to the private fund adviser exemption of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Conway MacKenzie has reviewed the list of interested parties in this case against each of the names of the assets under management, and advised me that to the best of their knowledge there are no connections between the assets under management and the list of interested parties.

19. H.I.G. is a private equity and alternative assets investment firm with over \$34 billion of equity capital under management. The firm operates a network of various investment funds that invest in private equity, growth equity, credit/special situations, primary lending, syndicated credit, and real estate. The company provides both debt and equity capital to small- and mid-sized companies. Each of H.I.G.’s various investment funds (collectively, the “**Funds**”) is managed independently from the others and requires its own approval process for investment decisions. Those funds listed on **Schedule 3**, attached hereto, are funds specializing in private equity investments (collectively, the “**PE Funds**”) each of which are owned by a diverse group of limited partners, which limited partners exert no control over Fund V and Fund III’s investment decisions, and a general partner affiliated with H.I.G. All of Fund V and Fund III’s investment professionals involved with Riveron are dedicated solely to Fund V and Fund III and

are not involved in the management or investment decision-making of the credit and lending, special situations, real estate, bio health, or international funds (which comprise all of the Funds other than the PE Funds and are hereinafter referred to as the “Other H.I.G. Funds”), although, from time to time, one or more PE Funds investment professionals may receive information on various investments of the other PE Funds.

20. Designees of Fund V and Fund III are members of the Board of Managers of the general partner of Holdco (“Holdco Board Designees”). Holdco wholly owns Riveron Intermediate Holdings, Inc. (“Intermediate Co”), which wholly owns Riveron Acquisition Holdings, Inc. (“Acquisition Co”), which wholly owns Riveron Consulting, LLC and Conway MacKenzie. No H.I.G. designees are Board members of Conway MacKenzie, Intermediate Co, or Acquisition Co. Further, Riveron and Fund V and Fund III have the following precautionary restrictions in place designed to prevent confidential client information, including the names of clients reasonably likely to be involved in reorganization proceedings under the Bankruptcy Code, from being shared with H.I.G. or their Holdco Board Designees (collectively, the “Barrier”): (i) Riveron will not furnish any material nonpublic information about the Debtors, including the Debtors’ engagement of Riveron for accounting advisory work, to Fund V and Fund III, the Holdco Board Designees, or any H.I.G. entity or personnel; (ii) no Fund V and Fund III personnel nor any other H.I.G. personnel work on Riveron client matters or have access to Riveron client information, client files, or client personnel; (iii) Conway MacKenzie personnel will not be staffed on this engagement and do not have access to the Debtors’ client information or client files; (iv) all H.I.G. personnel, Riveron personnel, and Conway MacKenzie personnel have been or will be provided a written description of this Barrier and the importance thereof; (v) no Fund V and Fund III personnel nor any other H.I.G. personnel work in Conway MacKenzie’s offices or Riveron’s

offices; (vi) other than the Holdco Board Designees, Conway MacKenzie and Riveron operate independently from H.I.G., including that they do not share any employees, officers, or other management with H.I.G., have separate offices in separate buildings, have separate email addresses, and have separate IT systems; and (vii) no Conway MacKenzie or Riveron executive or employee is a director, officer, or employee of H.I.G. Capital, LLC or the Funds (or vice versa other than the Holdco Board Designees).

21. Riveron has searched the names of the Debtors and the names of the Potential Parties in Interest provided by the Debtors against: (i) the names of Fund V and Fund III and their respective investments as provided by H.I.G.; (ii) the names of H.I.G.'s other PE Funds; and (iii) the names of the Other H.I.G. Funds. Riveron also has searched the names of the Debtors against the publicly known investments of the other PE Funds as set forth in the list most recently provided by H.I.G. Fund V and Fund III make independent investment decisions from the other PE Funds and the Other H.I.G. Funds. Further, H.I.G. maintains an internal information barrier between its PE Funds and the Other H.I.G. Funds. Accordingly, the conflicts search does not include Other H.I.G. Funds' investments, nor does it include any portfolio companies of any of the PE Funds (other than those of Fund V and Fund III and the other PE Funds as described above). Based solely on the foregoing search, Riveron believes, to the best of its knowledge, that there are no material connections that require disclosure.

22. Because of the information Barrier described above, the sheer size of the investment portfolios of the PE Funds, and any applicable securities laws, prior to the transaction date Riveron was unable to further investigate any potential or actual connections between the PE Funds, the Debtors, and any potential parties in interest in these chapter 11 cases. Riveron will promptly request H.I.G.'s internal compliance department provide the names of the PE Funds' respective

investments that were not previously searched pre-transaction and search the names of the Debtors against those investments. To the extent Riveron learns of any material connections involving the Debtors and such investments after H.I.G. Compliance has searched such names, Riveron will promptly file a supplemental disclosure.

23. Other than as specifically noted herein as to the PE Funds, one or more of the other Funds may, in the ordinary course and from time to time, hold, control, and/or manage loans to, or investments in, the Debtors and/or potential parties in interest and/or may trade debt and/or equity securities in the Debtors and/or potential parties in interest. In addition, other than as specifically noted herein as to the PE Funds, the Funds also may have had, currently have, or may in the future have business relationships or other connections with the Debtors or other potential parties in interest. Other than as specifically noted herein as to the PE Funds, Riveron has not undertaken to determine the existence, nature, and/or full scope of any business relationships or other connections that any H.I.G. entity may have with the Debtors and their affiliates or the potential parties in interest in these chapter 11 cases.

24. In addition, Riveron may have had, may currently have, or may in the future have business relationships unrelated to the Debtors with one or more H.I.G. entities including, among others, portfolio companies of H.I.G.

25. Riveron is not providing, and will not provide, services to any of the clients that are listed on **Schedule 2(a)** with respect to matters as to which they would be adverse to the Debtors or their estates or related to issues connected to the Debtors' chapter 11 cases. Further, Riveron is not providing, and will not provide, services to the Debtors that would be adverse to any of the entities listed on **Schedule 2(a)**.

26. Riveron has provided, and likely will continue to provide, services unrelated to these chapter 11 cases for the various Potential Parties in Interest listed on Schedule 2(a). Riveron's provision of services to these Potential Parties in Interest primarily has involved the provision of consulting services. To the best of my knowledge, information, and belief: (a) Riveron's services to these parties were and are wholly unrelated to the Debtors, their estates, and these chapter 11 cases; (b) Riveron has not provided services to these parties that could impact their rights in these chapter 11 cases; and (c) Riveron's involvement in these chapter 11 cases does not compromise its ability to continue providing such consulting services to these Potential Parties in Interest.

27. Moreover, as part of its diverse practice, Riveron appears in numerous cases, proceedings, and transactions that involve many different professionals, including attorneys, accountants, and financial consultants, who may represent claimants and Potential Parties in Interest in these chapter 11 cases. Additionally, Riveron has performed in the past, and may perform in the future, consulting services for various attorneys and law firms in the legal community and has been represented by several attorneys and law firms in the legal community, some of whom may be involved in these chapter 11 cases. Moreover, Riveron has in the past, may currently, and will likely in the future be working with or against other professionals involved in these chapter 11 cases on matters unrelated to the Debtors or these chapter 11 cases. Based on my current knowledge of the professionals involved, and to the best of my knowledge, none of these business relationships create interests materially adverse to the Debtors with respect to the matters for which Riveron is to be employed, and none are in connection with these chapter 11 cases.

28. Although Riveron has researched the Potential Parties in Interest list, the Debtors may have customers, creditors, competitors, and other parties with whom they maintain business

relationships that are not included as Potential Parties in Interest and with whom we may maintain business relationships. Other than as disclosed herein, Riveron has no relationship with the Debtors of which I am aware after due inquiry.

29. To the best of my knowledge, no professional of Riveron who will work on these engagements is related or connected to any United States Bankruptcy Judge for the District of Delaware, any District Judge for the District of Delaware, or any employee of the U.S. Trustee.

30. Accordingly, except as set forth herein and on the attached schedules: (a) Riveron has no connection with the Debtors, the Debtors' creditors, the U.S. Trustee, any person employed in the office of the U.S. Trustee, or any other party with an actual or potential interest in these chapter 11 cases or their respective attorneys or accountants; (b) Riveron is not a creditor, equity security holder, or insider of the Debtors; (c) neither Riveron (nor any of its principals) is or was, within two years of the Petition Date, a director, officer or employee of the Debtors; and (d) Riveron does not have an interest materially adverse to the Debtors, their estates, or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in the Debtors, or for any other reason. Accordingly, to the best of my knowledge, Riveron is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of Riveron's retention are discovered or arise, Riveron will use reasonable efforts to file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

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

Dated: August 25, 2020

/s/ *Helen Mason*

Name: Helen Mason
Title: Managing Director
Riveron Consulting, LLC

SCHEDULE 1

Potential Parties in Interest

SCHEDULE 1

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Known Affiliates - JV
1(b)	Directors/Officers
1(c)	5% or More Equity Holders
1(d)	Bankruptcy Judges
1(e)	Banks/Lender/UCC Lien Parties/Administrative Agents
1(f)	Bondholders - Indentured Trustee
1(g)	Committee Members & Professionals
1(h)	Confidential M&A Parties
1(i)	Debtor Professionals
1(j)	Governmental/Regulatory Agencies
1(k)	Insurance - PFA
1(l)	Litigation
1(m)	U.S. Trustee Personnel
1(n)	Utilities
1(o)	Vendors
1(p)	Interests Owners

SCHEDULE 1(a)

Known Affiliates - JV

7N LLC
8 North LLC
ARB Midstream LLC
Axis Exploration LLC
DJ South Gathering LLC
Elevation Midstream LLC
Extraction Finance Corp.
Extraction Oil & Gas Inc.
GSO Capital Partners LP
Mountaintop Minerals LLC
Northwest Corridor Holdings LLC
Platte River Holdings LLC
Platte River Midstream LLC
Table Mountain Resources LLC
XOG Services LLC
XTR Midstream LLC

SCHEDULE 1(b)

Directors/Officers

Brock, Tom
Christ, Eric J.
Chronister, Marvin
Evans, Donald L.
Foschi, Marianella
Gaensbauer, John
Jacobson, Eric S.
Kelley, Russell T., Jr.
Leidel, Peter A.
Murdy, Wayne
O'Brien, Patrick D.
Owens, Matt
Robertson, Audrey
Tyree, Tom

SCHEDULE 1(c)

5% or More Equity Holders

BlackRock Inc.
Dimensional Fund Advisors LP
Goldman Sachs & Co. LLC
Morgan Stanley
Yorktown Energy Partners IX LP
Yorktown Energy Partners X LP
Yorktown Energy Partners XI LP
Yorktown Partners LLC
YT Extraction Co. Investment Partners LP

SCHEDULE 1(d)

Bankruptcy Judges

Chan, Ashley M.

Dorsey, John T.

Gross, Kevin

O'Boyle, Una

Owens, Karen B.

Shannon, Brendan L.

Silverstein, Laurie Selber

Sontchi, Christopher S.

Walrath, Mary F.

SCHEDULE 1(e)

Banks/Lender/UCC Lien Parties/Administrative Agents

ABN Amro Bank NV
ABN Amro Capital USA LLC
ABN Amro Securities (USA) LLC
Bank of America NA
Bank of Montreal
Barclays Bank plc
Capital One NA
Citibank NA
Credit Suisse AG, Cayman Islands Branch
Goldman Sachs Bank USA
J. Aron & Co.
Keybank NA
Mercuria Eastern US Holdings LLC
Mercuria Energy Trading Inc.
Merrill Lynch Commodities Inc.
Natixis
Natixis New York Branch
PNC Bank NA
Royal Bank of Canada
Suntrust Bank
Wells Fargo Bank NA

SCHEDULE 1(f)

Bondholders - Indentured Trustee

Wilmington Savings Fund Society FSB

SCHEDULE 1(g)

Committee Members & Professionals

AlixPartners LLP
Greenhill & Co. Inc.
Platte River Midstream LLC
Raisa Energy LLC
REP Processing LLC
Rocky Mountain Midstream LLC
Stroock Stroock & Lavan LLP

SCHEDULE 1(h)

Confidential M&A Parties

[CONFIDENTIAL]

SCHEDULE 1(i)

Debtor Professionals

Alvarez & Marsal LLC
Deloitte Tax LLP
Kirkland & Ellis LLP
Kurtzman Carson Consultants LLC
Moelis & Co.
Petrie Partners LLC
PricewaterhouseCoopers LLP
Protiviti Inc.
Whiteford, Taylor & Preston LLC

SCHEDULE 1(j)

Governmental/Regulatory Agencies

Adams, County of (CO), Treasurer
ALASKA DEPT OF REVENUE
Arapahoe, County of (CO), Treasurer
ARIZONA DEPT OF REVENUE
ARKANSAS UNCLAIMED PROPERTY
DIVISION
Aurora, City of (CO)
Board of County Commissioners of Boulder
County
Boulder, County of (CO), Treasurer
Broomfield, City & County of (CO)
CALIFORNIA STATE CONTROLLERS OFFICE
Colorado, State of, Department of Natural
Resources, Oil and Gas Conservation Commission
Colorado, State of, Department of Revenue
COMMONWEALTH OF VIRGINIA DEPT OF
THE TREASURY
COMPTROLLER OF MARYLAND
CONNECTICUT OFFICE OF THE STATE
TREASURER
DC OFFICE OF FINANCE AND TREASURY
Denver, City & County of (CO)
DEPT OF REVENUE WASHINGTON STATE
DEPT OF THE STATE TREASURER
Elbert, County of (CO), Treasurer
GEORGIA DEPT OF REVENUE
Greeley, City of (CO)
IDAHO STATE TAX COMMISSION
INDIANA ATTORNEY GENERALS OFFICE
IOWA OFFICE OF THE STATE TREASURER
KANSAS STATE TREASURER
KENTUCKY STATE TREASURY
Larimer, County of (CO), Treasurer
MAINE OFFICE OF THE STATE TREASURER
MICHIGAN DEPT OF TREASURY
MINNESOTA DEPT OF COMMERCE
MISSISSIPPI TREASURY OFFICE OF THE
STATE TREASURER
MISSOURI STATE TREASURY
MONTANA DEPT OF REVENUE
NEBRASKA STATE TREASURER

NEVADA OFFICE OF THE STATE
TREASURER
NEW HAMPSHIRE STATE TREASURY
NEW MEXICO TAXATION AND REVENUE
DEPT
NORTH CAROLINA DEPT OF STATE
TREASURER
NORTH DAKOTA STATE LAND DEPT
OFFICE OF ALABAMA STATE TREASURER
OFFICE OF THE COMMISSIONER OF
FINANCIAL INSTITUTIONS
OHIO DEPT OF COMMERCE
OKLAHOMA STATE TREASURER
OREGON DEPT OF STATE LANDS
RHODE ISLAND OFFICE OF THE GENERAL
TREASURER
RON J. HENSON, STATE TREASURER
SOUTH CAROLINA STATE TREASURER'S
OFFICE
SOUTH DAKOTA OFFICE OF THE STATE
TREASURER
STATE OF HAWAII
STATE OF NEW JERSEY
TENNESSEE DEPT OF TREASURY
TEXAS COMPTROLLER OF PUBLIC
ACCOUNTS
Thornton, City of (CO)
TOWN OF EATON
TOWN OF FIRESTONE
TOWN OF MILLIKEN
TREASURER OF GUAM
US ENVIRONMENTAL PROTECTION
AGENCY, OFFICE OF CIVIL ENFORCEMENT
US ENVIRONMENTAL PROTECTION
AGENCY, REGION 8
UTAH STATE TREASURER
VIRGIN ISLANDS OFFICE OF THE
LIEUTENANT GOVERNOR
Weld, County of (CO), Treasurer
WEST VIRGINIA OFFICE OF THE STATE
TREASURER
WISCONSIN DEPARTMENT OF REVENUE
WYOMING TREASURERS OFFICE
Wyoming, State of, Secretary of State

SCHEDULE 1(k)

Insurance - PFA

AEGIS Managing Agency Ltd.
Argenta Syndicate Management Ltd.
Argo Managing Agency Ltd.
Ark Syndicate Management Ltd.
AXIS Managing Agency Ltd.
Barbican Managing Agency Ltd.
Brit Syndicates Ltd.
Canopus Managing Agents Ltd.
Charles Taylor Managing Agency Ltd.
Hardy (Underwriting Agencies) Ltd.
Hudson Insurance Co.
IMA Group, The
Munich Re Syndicate Ltd.
SCOR UK Co. Ltd.
Starnet Insurance Co.
Starr Managing Agents Ltd.
Travelers Syndicate Management Ltd. (Elesco)

SCHEDULE 1(l)

Litigation

AJ's Investments LLC
Anadarko E&P Onshore, LLC
Bank of Colorado
BARRY STEVEN JORGENSEN
Blueprint Energy Ltd.
Boudreau, Etienne
Boulder, County of (CO)
Broomfield, City & County of (CO)
Broomfield City Manager Charles Ozaki
Butterfield, Janis
C&M Resources LLC
C4 Consulting LLC
Calvin, David
CARNELIAN ENERGY CAPITAL UPG, LLC
Caroll V. SoRelle
Colorado Lending Source, Ltd.
Colorado Oil And Gas Association
Colorado, State of, Department of Natural Resources,
Oil and Gas Conservation Commission
Colter Energy Services USA Inc.
Contractors Equipment Center LLC
CROSIER, KELLY AND HALL PARTNERSHIP
Dan Berlau
Elevation Midstream LLC
Elise Ter Haar
First National Bank
FirstBank f/k/a FirstBank Northern Colorado
Great Northern Properties LP
HEIRS OF DEVISEES OF HARRY GUMESON
DECEASED
HEIRS OR DEVISEES OF BETTY EDWARDS
DECEASED
HEIRS OR DEVISEES OF JUSTINE M MOORE
DECEASED
Hospie and Pallative Care of Northern Colorado
J ROBERT GUMESON
JIMMY D HARVILLE
Lafayette, Municipality of (CO)

Larson Front Range Farms LLC
LILLIAN GUMESON PERRINE
Mallard Exploration, LLC
MARGARET BOYLE JORGENSEN
Mateo Erboli
MIDWEST HOSE AND SPECIALTY, INC.
Midwest Trust Co.
Nilsen, Stephanie
P2BR Properies, LLC
Patricia Varra
Pirtle, Houston
Platte River Midstream LLC
Pully, Chris
Residents Rights
Richmark Energy Partners, LLC
Richmark Royalites, LLC
Rick L. Wallice
Sandy Creek Minierals, LLC
Shayla Renay Erboli
Shelley Bane
Silver Tip Commercial, LLC
Smith, Brandon
SRC Energy Inc.
Stephanie L. Odell
The Cookery International Inc.
THERESE ELIZABETH COE TTEE
TIMOTHY WAYNE STROH
Troy Owens
U.S. Small Business Administration
Union Pacific Railroad Co. Inc.
Vevest LLC
Wanzek Construction Inc.
Weld County Public Trustee
WildEarth Guardians
Wildgrass Oil & Gas Committee

SCHEDULE 1(m)

U.S. Trustee Personnel

Agarwal, Robert
Attix, Lauren
Boykin, Jacqueline
Buchbinder, David
Casey, Linda
Dice, Holly
Dortch, Shakima L.
Duran, Hector
Fox, Timothy J., Jr.
Giordano, Diane
Green, Christine
Griffin, Barbara
Hackman, Benjamin
Heck, Jeffrey
Johnson-Davis, Luci
Leamy, Jane
Livingstone, Diane
McCollum, Hannah M.
McCullar, Alicia
Motton, Linda
O'Malley, James R.
Otto, Glenn
Panacio, Michael
Richenderfer, Linda
Sarkessian, Juliet
Schepacarter, Richard
Schmidt, Patricia
Serrano, Edith A.
Sierra, Rosa
Simmons, Christy
Smith, Gwen
Starr, Karen
Statham, Stephen
Tinker, Patrick, T.
Villagrana, David
Vinson, Ramona
Waxton, Clarissa
Wynn, Dion

SCHEDULE 1(n)

Utilities

Allstream Business US Inc.
Gallegos Sanitation Inc.
Poudre Valley REA Inc.
Sessions Group LLC
United Power Inc.
Verizon Wireless
Xcel Energy Inc.

SCHEDULE 1(o)

Vendors

1888 Industrial Services LLC
5280 Energy Solutions Inc.
5280 S. Services Inc.
6G Wellhead LLC
Advance Business Capital LLC
Advanced Oilfield Services Inc.
Affirm Oilfield Services LLC
Aggreko LLC
Akers & Thompson LLC
Anadarko Petroleum Corp.
Anytime Testing LLC
Apex Cos. LLC
Archrock Partners LP
Aspired Energy Inc.
Asset Guard Products Inc.
Assist Consulting Ltd.
Atlas Drilling & Services
ATP Oilfield Services LLC
Aztec Exploration LLC
B&J Hot Oil Service Inc.
Baseline Engineering Corp.
Basic Energy Services LP
Basin Supply LP
Bayswater Exploration & Production LLC
Bayswater Fund III-A LLC
Beatty & Wozniak PC
Bentley Welding Inc.
BICO Drilling Tools Inc.
Bidell Gas Compression Inc.
Bison Oil & Gas LLC
Black Label Services Inc.
BOP Republic Plaza I LLC
Border States Industries Inc.
Brigade Energy Services LLC
Bronco Investments II EQ LLC
Brownstein Hyatt Farber Schreck LLP
Bullseye Testing Inc.
Cameron International Corp.
Cartel Drilling LLC
Center for Toxicology & Environmental
Health LLC

Certarus USA Ltd.
Chaparral Enterprises LLC
CIBC Bank USA
Cimarron Energy Inc.
Coil Tubing Partners LLC
Colonial Well Testing LLC
Colorado Taxpayers Advocate Fund Inc.
Colorado, State of
Colorado, State of, Department of Natural
Resources, Oil & Gas Conservation Commission
Colorado, State of, Department of Revenue
Commercial Funding Inc.
Country Mud LLC
Covenant Testing Technologies LLC
Cowley Management LLC
Crestone Peak Resources Operating LLC
Crossenergy Inc.
Crown Well Service LLC
CTAP LLC
DCP Midstream LLC
DCP OPERATING COMPANY, LP
Discovery DJ Services LLC
DJ Oilfield Rentals & Parts LLC
Dnow LP
Downhole Tool Service LLC
Earth Science Agency LLC
Element Services LLC
Elevation Midstream LLC
ENDEAVOR RAT HOLE DRILLING LLC
Enservo Corp.
Ensign United States Drilling Inc.
Evolution Completions Inc.
Farmers Reservoir & Irrigation Co.
Flogistix - Oklahoma
Fluid Pro LLC
Frontline Consulting LLC
FundThrough USA Inc.
GE Oil & Gas Pressure Control LP
Geo Drillings Fluids Inc.
Gibson Energy Corp.
Great Western Operating Co. LLC

Gulf Coast Bank & Trust Co.
H&E Equipment Services Inc.
Halliburton Energy Services Inc.
Heath Construction LLC
Hill Petroleum Inc.
Ideal Completion Services
IMA Inc.
Inception Law PLLC
Innovative Engineering Services LLC
Integrity Directional Services LLC
Interrus Consulting & Engineering
Interstates Construction Services I
Jag Enterprises LLC

JB SITTNER TRUCKING LLC

Jefferies LLC
Jomax Construction Co. Inc.
Kerr McGee Gathering LLC
Kerr-McGee Oil & Gas Onshore LP
Kinetic Energy Services LLC
KLX Energy Holdings LLC
Lamp Rynearson & Associates Inc.
Land Title Guarantee Co.
Larch Industry LLC
Laser Oilfield Services
Liberty Oilfield Services Inc.
Lincoln Energy Partners II
Lonetree Energy & Associates LLC

LOVELAND FIRE RESCUE AUTHORITY

LRP One Trucking LLC
M&M Excavation Co.
Mammoth Carbon Products LLC
Max Construction Inc.
Maxum Enterprises LLC
Mcdonald Land Services LLC
Medrano, Pietro E.
Mesa Production LLC
Method Flow Products LLC
Micro Motion Inc.
Millennium Funding
MTP Energy Master Fund LLC
Multi-Chem Group LLC

Nalco Champion
National Oilwell Varco Inc.
Next Generation Construction Corp.,The
NexTier Completion Solutions Inc.
NGL Energy Partners LP
Northstar Energy Co. LLC
Pason Systems USA Corp.
Patriot Well Solutions LLC
Patterson UTI Drilling Co. LLC
PDC Energy Revenue 26516
Petroleum Field Services LLC
Pioneer Investment Inc.
Pioneer Wireline Services LLC
Platte Energy
Polsinelli PC
Pony Oil 2 LLC
Poudre Valley REA Inc.
Pricewaterhousecoopers LLP
Principal Environmental LLC
Protecting Colorados Environment
Pump Masters LLC
Pyramid Tubular Products LLC
Questor Solutions
Ranger Energy Services LLC
Rapid Energy Solutions
Reck Flyers LLC
Red Deer Ironworks USA Inc.
Redi Services LLC
Repeat Precision LLC
Richmark Real Estate Partners LLC

RIMROCK MIDSTREAM HOLDINGS, LLC

Rival Services LLC
Rocky Mountain Hydrocarbons LLC
Rocky Mountain Midstream Holdings LLC
Rolfson Oil LLC
Rosemount Inc.

ROYAL SIGNS INC

RPS MC LLC

SANCHEZ TANK TRUCKS LLC

Scepter Supply LLC
Servtech Inc.

SES Holdings LLC
Shea Homes LP
Silverline Services LLC
SPN Well Services
SRC Energy Inc.
Stengel Hoppe LLP
Stonebridge Consulting LLC
Strad USA Inc.
Stratus Redtail Ranch LLC
TEC Well Service LLC
Thornton, City of (CO)
Three D LLC
Thru Tubing Solutions Inc.
Title One of Colorado Inc.
TorcSill Foundations LLC
Tri-Point Oil & Gas Production Systems LLC
TRK Enterprises Inc.
United Power Inc.
Urban Solution Group LLC
URS Corp.
USA Compression Partners LP
Vista Pipe & Supply LLC
Voyager Energy Serivces LLC
Wagistics LLC
Waste Connections of Colorado Inc.
Waste Management of Colorado Inc.
Weatherford US LP
Welborn Sullivan Meck & Tooley PC
Weld, County of (CO), Treasurer
Well Master Corp.
Wellboss Co. LLC, The
WESTCO Distribution Inc.
Westroc Trucking Inc.
Winn-Marion Barber LLC
Wood Group USA Inc.
Wright Choice Inc.
Xcel Energy Inc.

SCHEDULE 1(p)

Interest Owners

ADRIENNE C LEONARD REV TR
BEVERLY A JENSEN
CHARLES WRITZMANN
CLARE CONE
COUNTRY BOY ENTERPRISES
ELDON SHAFFER
ESMERALDA MARTINEZ CASA
FRED FOSTER
FRED O FORD AND LOUISE
IDA MAE ELSCHLAGERKINA
JAMES NEWTONCONE
JAY WEBER
JENNIFER E COLE
JOHN VICTOR UBANA
MONAGHAN FARMS INC
NELLIE DAWSONCOOK
NEUMAYER FAMILY TRUST
NOTESTINE MINERAL HOLD
REID G OTTEM
RUEBEN C SANTISEVAN
SANDRA EISENACH
SHARON L DUDLEY
SUNSHINE FAMILY TRUST 7221
T I G PROPERTIES LP
THOMAS EARLOLDFIELD
TYLER DOUGLASHODSON
WAYNE EISENACH

SCHEDULE 2(a)

Potential Parties in Interest Matches

Schedule 2(a)**Riveron Connections with Parties in Interest**

Riveron has represented and/or had contacts with the following potential parties in interest, in matters wholly unrelated to the Debtors and their chapter 11 cases:

Party Details	Description
Alvarez & Marsal, LLC	Alvarez & Marsal, LLC is a referral source of the firm.
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
AT&T	AT&T is a client of the firm.
Bank of America, N.A.	Bank of America, N.A. is a referral source of the firm.
Barclays Bank, PLC	Barclays Bank, PLC is a referral source and client of the firm.
Basic Energy Services LP	Basic Energy Services LP is a client of the firm.
Bayswater Exploration & Production	Bayswater Exploration & Production is a client of the firm.
Bayswater Fund III-A LLC	Bayswater is a client of the firm.
BDO USA LLP	BDO USA LLP is an auditor and referral source of the firm.
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Brigade Energy Services	Brigade Energy Services is a client of the firm.
Bradsby Group	Bradsby Group is a vendor of the firm.
Brian D Henry	Brian Henry is a client contact of the firm.
Charles Taylor Managing Agency Ltd	Charles Taylor Managing Agency Ltd is a client contact of the firm.
CIBC Bank USA	CIBC Bank USA is a referral source of the firm.
CIT Group	CIT Group is a referral source of the firm.
Citibank	Citibank is a client of the firm.
City and County of Denver	City and County of Denver is a vendor of the firm.
Colorado Department of Revenue	Colorado Department of Revenue is a vendor of the firm.
Comanche Enterprises LLC	Comanche Enterprises LLC is a vendor of the firm.
[REDACTED]	[REDACTED]
CT Corporation System	CT Corporation System is a vendor of the firm.
David A Miller	David Miller is a referral source of the firm.
David Anderson	David Anderson is a client contact of the firm.

David Peterson	David Peterson is a referral source of the firm.
David R McCullough	David McCullough is a referral source of the firm.
David R Olson	David Olson is a client of the firm.
David Watson	David Watson is a referral source of the firm.
Davis Graham & Stubbs LLP	Davis Graham & Stubbs LLP is a vendor of the firm.
Deloitte and Touche LLP	Deloitte and Touche is an auditor and referral source of the firm.
Deutsche Bank NA Trust Co	Deutsche Bank NA Trust Co is an investment bank and client of the firm.
Extraction Oil & Gas Inc.	Extraction Oil & Gas Inc. is a client of the firm.
FedEx	FedEx is a vendor of the firm.
Frontier Capital LLC	Frontier Capital LLC is a client of the firm.
FTI Consulting	FTI Consulting is a referral source of the firm.
GE Capital Franchise Finance	GE Capital is a client of the firm.
Goldman Sachs & Co., LLC	Goldman Sachs & Co., LLC is a referral source, client and parent to a client of the firm.
[REDACTED]	[REDACTED]
Halo Branded Solutions Inc.	Halo Branded Solutions Inc. is a vendor of the firm.
Hanover Insurance Company	Hanover Insurance Company is a vendor of the firm.
Integrity Directional Services LLC	Integrity Directional Services LLC is a client of the firm.
Intralinks Inc.	Intralinks Inc. is a vendor of the firm.
Iron Mountain Inc.	Iron Mountain Inc. is a vendor of the firm.
James T Hill	James Hill is an investment bank contact of the firm.
James W Todd	James Todd is a client contact of the firm.
Jeremy D Wilson	Jeremy Wilson is a referral source of the firm.
Jet Specialty Inc.	Jet Specialty Inc. is a client of the firm.
John Martino	John Martino is a client contact of the firm.
John W Sullivan	John Sullivan is a referral source of the firm.
John W Whisler	John Whisler is a referral source of the firm.
JP Morgan Chase as Trust Admin. ON	JP Morgan Chase is a referral source, parent client, and client of the firm.
JP Morgan Chase Bank TTEE	JP Morgan Chase Bank is a client of the firm.
[REDACTED]	[REDACTED]
Keith A Smith	Keith Smith is a vendor of the firm.
[REDACTED]	[REDACTED]
KPMG LLP	KPMG LLP is an auditor and referral source of the firm.
Leprino Foods Company	Leprino Foods Company is a client of the firm.
Luke Mitchell	Luke Mitchell is a referral source of the firm.
Mark Cox	Mark Cox is a referral source of the firm.

Mark Wilson	Mark Wilson is a referral source of the firm.
Merrill Communications LLC	Merrill Communications LLC is a vendor of the firm.
Michael Smith	Michael Smith is a client contact of the firm.
Moelis & Company	Moelis & Company is a referral source of the firm.
Morgan Stanley	Morgan Stanley is a referral source of the firm.
Moss Adams LLP	Moss Adams LLP is a referral source of the firm.
Mustang Resources LLC	Mustang Resources LLC is a client of the firm.
Mylogiq LLC	Mylogiq LLC is a vendor of the firm
Nationstar Mortgage, LLC	Nationstar Mortgage, LLC is a client of the firm.
Opportune LLP	Opportune LLP is a referral source of the firm.
Oracle America Inc.	Oracle America Inc. is a vendor of the firm.
Patterson UTI Drilling Company LLC	Patterson UTI Drilling Company LLC is a client of the firm.
Paul Richardson	Paul Richardson is a client contact of the firm.
PNC Bank, National Association	PNC Bank, National Association is a client of the firm.
Precision Polymer Corporation	Precision Polymer Corporation is a client of the firm.
Pricewaterhousecoopers LLP	Pricewaterhousecoopers LLP is a referral source and vendor of the firm.
Purchase Power	Purchase Power is a vendor of the firm.
Quorum Business Solutions USA Inc.	Quorum Business Solutions USA Inc. is a client of the firm.
Ramiro Perez	Ramiro Perez is a client contact of the firm.
Ranger Energy Services LLC	Ranger Energy Services LLC is a client of the firm.
Red Bone Services LLC	Red Bone Services LLC is a client of the firm.
Renee Brown & Kevin Brown	Renee Brown is a client contact of the firm.
Roberto Hernandez Gasca	Roberto Hernandez Gasca is an investment bank contact of the firm.
RSM US LLP	RSM US LLP is an auditor and referral source of the firm.
Ryan LLC	Ryan LLC is a referral source and client of the firm.
Samba Holdings Inc.	Samba Holdings Inc. is a client of the firm.
Sean Kelly	Sean Kelly is a referral source of the firm.
Staples Business Credit	Staples Business Credit is a referral source and client of the firm.
Suntrust Bank	Suntrust Bank is a client of the firm.
Tom Brock	Tom Brock is a client contact of the firm.
Tri-Point Oil & Gas Production Systems	Tri-Point Oil & Gas Production Systems is a client of the firm.
USA Compression Partners LP	USA Compression Partners LP is a referral source of the firm.

Waste Management of CO	Waste Management is a referral source and client of the firm.
Wells Fargo Bank, N.A.	Wells Fargo Bank, N.A. is a client of the firm.
Zenith Energy LLC	Zenith Energy LLC is a client of the firm.

SCHEDULE 2(b)



Potential Parties in Interest Matches- Conway MacKenzie

Schedule 2(b)**Conway MacKenzie Connections with Parties in Interest**

Conway Mackenzie, LLC. has represented and/or had contacts with the following Potential Parties- in- Interest, in matters wholly unrelated to the Debtors and their chapter 11 cases:

Party Details	Description
American Cancer Society	American Cancer Society is a vendor of the firm.
Andrew Smith	Andrew Smith is a referral source and client contact of the firm.
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
AT&T	AT&T is a vendor of the firm.
Baker Hughes	Baker Hughes is a referral source and a client of the firm.
Bank of America, N.A.	Bank of America, N.A. is a referral source of the firm.
Bank of Montreal	Bank of Montreal is a vendor and referral source of the firm.
Barclays Bank PLC	Barclays Bank PLC is a vendor of the firm.
Bloomberg Finance LP	Bloomberg Finance LP is a vendor of the firm.
Bracewell LLP	Bracewell LLP is a client and referral source of the firm.
Capital One NA	Capital One NA is a referral source of the firm.
Christopher J Morin	Christopher Morin is a referral source of the firm.
CIBC Bank USA	CIBC Bank USA is a vendor, client and referral source of the firm.
CIT Group Consumer Finance Inc.	CIT Group is a client and referral source of the firm.
Cogent Communications Inc.	Cogent Communications Inc. is a vendor of the firm.
Concur Technologies Inc.	Concur Technologies Inc. is a vendor of the firm.
CT Corporation System	CT Corporation System is a vendor and client of the firm.
Dan L Schwartz	Daniel Schwartz is a contact of the firm.
David A Miller	David Miller is a referral source of the firm.
David Anderson	David Anderson is a referral source of the firm.
David B Phillips	David Phillips is a referral source of the firm.
David Cook	David Cook is a referral source of the firm.
David R. Jones	David Jones is a vendor of the firm.
David Smith	David Smith is a referral source of the firm.
Delaware Secretary of State	Delaware Secretary of State is a vendor of the firm.
FedEx	FedEx is a client and vendor of the firm.
Fortress Credit Co LLC	Fortress Credit Co LLC is a client of the firm.

FTI Consulting Inc.	FTI Consulting Inc. is a former client of the firm.
Gary A Jacobs	Gary Jacobs is a referral source of the firm.
GE Capital Franchise Finance	GE Capital is a referral source of the firm.
Goldman Sachs & Co LLC	Goldman Sachs & Co LLC is a referral source and senior participant lender to the firm.
Halliburton Energy Services Inc.	Halliburton Energy Services Inc. is a referral source of the firm.
Halo Branded Solutions Inc.	Halo Branded Solutions Inc. is a vendor of the firm.
Hart Energy Publishing LLP	Hart Energy Publishing LLP is a vendor of the firm.
IHS Global, Inc.	IHS Global, Inc. is a vendor and client of the firm.
Intralinks Inc.	Intralinks Inc. is a vendor of the firm.
Iron Mountain Inc.	Iron Mountain Inc. is a vendor of the firm.
John H Davis	John Davis is a referral source of the firm.
John J Regan	John Regan is a client of the firm.
JP Morgan Chase Bank TTEE	JP Morgan Chase Bank is a referral source and client of the firm.
Justin Clark.	Justin Clark is a client of the firm.
Kevin F Smith	Kevin Smith is a referral source of the firm.
KeyBank National Assn.	KeyBank National Assn. is a client and referral source of the firm.
Kirkland & Ellis	Kirkland & Ellis is a client and referral source of the firm.
KPMG LLP	KPMG LLP is a client of the firm.
Mark A Williams	Mark Williams is a referral source of the firm.
Merrill Lynch Commodities Inc.	Merrill Lynch Commodities Inc. is a referral source of the firm.
Merrill Communications LLC	Merrill Communications LLC is a vendor of the firm.
Michael Smith	Michael Smith is a referral source of the firm.
Midwest Trust Co.	Midwest Trust Co. is a client of the firm.
Moelis & Company	Moelis & Company is a referral source of the firm.
Morgan Stanley	Morgan Stanley is a private equity contact of the firm.
PNC Bank, National Association	PNC Bank, National Association is a client, lender agent, and referral source of the firm.
Polsinelli PC	Polsinelli PC is a client and referral source of the firm.
Porter Hedges LLP	Porter Hedges LLP is a referral source, client, and vendor of the firm.
Richard Miller	Richard Miller is a referral source of the firm.
Robert Miller	Robert Miller is a contact to a lender (Sr. Agent), lead, and referral source of the firm.
Salvation Army	Salvation Army is a vendor of the firm.
SLR International Corporation	SLR International Corporation is a vendor of the firm.

Squire Patton Boggs US LLP	Squire Patton Boggs US LLP is a client of the firm.
SunTrust Bank	SunTrust Bank is a client and referral source of the firm.
The University of Texas at Austin	The University of Texas at Austin is a vendor of the firm.
Tudor Pickering Holt & Co. Advisors	Tudor Pickering Holt & Co. Advisors is a referral source (engagement) of the firm.
United States Treasury	United States Treasury is a vendor of the firm.
US Bank National Association	US Bank National Association is a vendor, client, lender agent, and referral source of the firm.
Verizon Wireless	Verizon Wireless is a vendor of the firm.
Vinson & Elkins LLP	Vinson & Elkins LLP is a client, referral source, and vendor of the firm.
Wells Fargo Bank, N.A.	Wells Fargo Bank, N.A. is a client and referral source of the firm.
West LLC	West LLC is a vendor of the firm
	
Young Conway, Stargatt & Taylor, LLP	Young Conway, Stargatt & Taylor, LLP is a referral source of the firm.

SCHEDULE 3

HIG Funds

H.I.G. Advantage Buyout Fund, L.P.

H.I.G. Bayside Debt & LBO Fund II, L.P.

H.I.G. Brazil & Latin America Partners, L.P. H.I.G. Capital Partners II, L.P.

H.I.G. Capital Partners III, L.P.

H.I.G. Capital Partners IV, L.P.

H.I.G. Capital Partners V, L.P.

H.I.G. Europe Capital Partners, L.P.

H.I.G. Europe Capital Partners II, L.P.

H.I.G. Growth Buyouts & Equity Fund II, L.P.

H.I.G. Growth Buyouts & Equity Fund III, L.P.

H.I.G. Middle Market LBO Fund II, L.P.

H.I.G. Middle Market LBO Fund III, L.P.