

**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)

Re: D.I. 377

NOTICE OF 30(b)(6) DEPOSITION OF EXTRACTION OIL & GAS, INC.

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 26 and 30(b)(6), as made applicable to this contested matter by Federal Rules of Bankruptcy Procedure 7026, 7030 and 9014, Elevation Midstream, LLC (“Elevation”) and GSO EM Holdings LP (“GSO” and together with Elevation, the “Elevation Parties”), by and through their undersigned counsel, will take the deposition (the “Deposition”) upon oral examination of Debtor Extraction Oil & Gas, Inc (“Extraction”), regarding the Topics of Examination identified in the attached **Exhibit A**. The Deposition will commence on **September 24, 2020 at 9:00 AM (ET)**, or such other date and time as the parties may mutually agree, and will be taken via videoconference. Elevation will provide the videoconference connection information prior to the Deposition. The Deposition will proceed before an officer authorized by law to administer oaths, will be recorded by audio, video, and/or stenographic means, and will continue from day to day until completed.

Extraction shall produce to testify on its behalf one or more officers, directors, or managing agents, or designate other persons who consent to testify on its behalf, in each case who have

¹ The Debtors in the 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.



knowledge of the Topics of Examination set forth below. The individual(s) designated shall testify as to matters known or reasonably available to Extraction. The Elevation Parties request that Extraction identify in writing the name of each person who will testify at least 2 days in advance of the Deposition, as well as the subject matters on which each person will testify.

Dated: September 17, 2020
Wilmington, Delaware

By: /s/ Travis J. Cuomo
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EXHIBIT A
DEFINITIONS

The following definitions of terms apply to all of the Topics of Examination. Unless otherwise defined herein, all words and phrases used herein shall be accorded their usual meaning and shall be interpreted in their common, ordinary sense. As used herein, the terms listed below are defined as follows:

1. “And,” “or,” and “and/or,” shall be construed either conjunctively or disjunctively, as required by the context, to bring within the scope of these requests any information that might be deemed outside their scope by any other construction.
2. “Any” or “each” should be understood to include and encompass one or more, or all.
3. “Backstop Commitment Agreement” means that certain Backstop Commitment Agreement entered into by and among the Debtors and the Backstop Parties.
4. “Backstop Parties” means, collectively, those parties to the Backstop Commitment Agreement.
5. “Bankruptcy Cases” means the jointly administered cases captioned *In re Extraction Oil & Gas, Inc.*, Case No. 20-11548 (CSS), pending in the United States Bankruptcy Court for the District of Delaware.
6. “Broomfield OA” means the Amended and Restated Oil and Gas Operator Agreement between Extraction and the City and County of Broomfield, dated October 24, 2017.
7. “Communication” means any oral, written or electronic transmission of information (in the form of facts, ideas, inquiries or otherwise), without limitation.
8. “Concern,” “concerning,” or “relating to” includes reflecting, containing, pertaining, indicating, showing, concerning, constituting, comprising, evidencing, recording, memorializing,

describing, evaluating, considering, reviewing, reporting, demonstrating, discussing, or mentioning, directly or indirectly, in whole or in part.

9. “Consenting Senior Noteholders” means the Senior Noteholders that are signatories to the Restructuring Support Agreement, made and entered into as of June 15, 2020, by and among the Debtors and the Consenting Senior Noteholders or any subsequent Senior Noteholder that becomes party thereto in accordance with the terms of the Restructuring Support Agreement.

10. “Debtors,” “you,” or “your” means Debtors Extraction Oil & Gas, Inc., 7N, LLC, 8 North, LLC, Axis Exploration, LLC, Extraction Finance Corp., Mountaintop Minerals, LLC, Northwest Corridor Holdings, LLC, Table Mountain Resources, LLC, XOG Services, LLC, and XTR Midstream, LLC, individually and/or collectively, and/or any of their predecessors and successors, and/or any person or entity acting or purporting to act on behalf of, or in concert with it, including but not limited to present and former officers, directors, employees, subsidiaries, affiliates, managers, members, partners, servants, agents, representatives, attorneys and financial advisor.

11. “Document” means any medium upon which intelligence or information can be recorded or retrieved, and includes, without limitation, the original and each non-identical copy, regardless of origin and location, of any book, pamphlet, periodical, letter, memorandum (including any memorandum or report of a meeting or conversation), invoice, bill, order form, receipt, financial statement, accounting entry, diary, calendar, email, workplace collaboration tool (e.g., Slack, Microsoft Teams, or Google Hangout), telex, telegram, cable, report, record, contract, agreement, study, notes, draft, working paper, chart, paper, print, laboratory record, drawing sketch, graph, index, list, tape, photograph, microfilm, data sheet or data processing card, or any other written, recorded, transcribed, punched, taped, filmed, or graphic matter, however produced

or reproduced, which is in your possession, custody, or control or which was, but is no longer, in your possession, custody, or control, and is used in the broadest possible sense permissible under Rule 34 of the Federal Rules of Civil Procedure, which is made applicable to this matter by Rule 7034 of the Federal Rules of Bankruptcy Procedure. To the extent documents are in electronic form, they are requested in the form in which they were originally generated and kept.

12. “Drilling Commitment” has the meaning ascribed to it in the Elevation Gathering Agreements.

13. “Elevation” means Elevation Midstream, LLC and/or any of its predecessors and successors, and/or any person or entity acting or purporting to act on behalf of, or in concert with it, including but not limited to present and former officers, directors, employees, subsidiaries, affiliates, managers, members, partners, servants, agents, representatives, attorneys and financial advisor.

14. “Elevation Dedicated Area” has the meaning ascribed to the term “Dedicated Area” in the Elevation Gathering Agreements.

15. “Elevation Gas Agreement” means the Gas Gathering and Compression Agreement by and between Elevation Midstream, LLC and Extraction Oil & Gas, Inc., dated as of July 3, 2018, as amended by the First Amendment, Second Amendment, and Third Amendment.

16. “Elevation Gathering Agreements” means, individually and/or collectively, the Elevation Gas Agreement, the Elevation Oil Agreement, and Elevation Water Agreement.

17. “Elevation Midstream Facilities” means the gathering, compress and stabilization systems, along with related pipelines, infrastructure, equipment, fixtures, and improvements used by Elevation to gather, process, and transport oil, gas, and water on, under, and through the Elevation Dedicated Area.

18. “Elevation Oil Agreement” means the Crude Oil Gathering and Stabilization Agreement by and between Elevation Midstream, LLC and Extraction Oil & Gas, Inc., dated as of July 3, 2018, as amended by the First Amendment, Second Amendment, and Third Amendment.

19. “Elevation Parties” means Elevation Midstream, LLC and GSO EM Holdings LP, individually and/or collectively.

20. “Elevation Water Agreement” means the Produced Water Gathering Agreement by and between Elevation Midstream, LLC and Extraction Oil & Gas, Inc., dated as of July 3, 2018, as amended by the First Amendment, Second Amendment, and Third Amendment.

21. “Extraction” means Extraction Oil & Gas, Inc. and/or any of its predecessors and successors, and/or any person or entity acting or purporting to act on behalf of, or in concert with it, including but not limited to present and former officers, directors, employees, subsidiaries, affiliates, managers, members, partners, servants, agents, representatives, attorneys and financial advisors.

22. “First Amendment” means the First Amendment to Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement and Produced Water Gathering Agreement, entered into as September 20, 2018.

23. “GSO” means GSO EM Holdings LP and/or any of its predecessors and successors, and/or any person or entity acting or purporting to act on behalf of, or in concert with it, including but not limited to present and former officers, directors, employees, subsidiaries, affiliates, managers, members, partners, servants, agents, representatives, attorneys and financial advisor

24. “Including” means “including, without limitation” and “including but not limited to.”

25. “LLC Agreement” means the First Amended and Restated Limited Liability Company Agreement between Elevation, GSO, and XTR Midstream, LLC, dated as of July 3, 2018, and as subsequently amended.

26. “Person,” “Persons,” “person,” or “persons” means any natural person, and any organization other than a natural person, such as a firm, association, organization, partnership, joint venture, corporation, limited liability company, government agency, bureau commission, or governmental entity, or any combination of the foregoing.

27. “Ratification Agreement” means the Ratification Agreement dated as of July 3, 2018, between 8 North, LLC, Axis Exploration, LLC, Extraction, and Elevation.

28. “Rejection Notice” means Debtors’ Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases filed on August 10, 2020, Docket No. 377, seeking to reject the Elevation Gathering Agreements, among other contracts.

29. “Second Amendment” means the Second Amendment to Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement and Produced Water Gathering Agreement, entered into as April 18, 2019.

30. “Shut-In Period” means the time from the point of the proposed rejection of the Elevation Gathering Agreements until any replacement facilities proposed or considered by Extraction are capable of being operational.

31. “Third Amendment” means the Third Amendment to Gas Gathering and Compression Agreement, Crude Oil Gathering and Stabilization Agreement and Produced Water Gathering Agreement, entered into as December 16, 2019.

32. The plural includes the singular, and the singular includes the plural.

33. The use of the present tense includes the past tense, the use of the past tense shall include the present tense, and the use of any verb in any tense shall be construed as including the use of that verb in all other tenses.

TOPICS OF EXAMINATION

1. The negotiations, provisions, obligations, and requirements of each of the Elevation Gathering Agreements.

2. The design, construction, operations, and maintenance of the Elevation Midstream Facilities.

3. The negotiations, provisions, obligations, and requirements of the Ratification Agreement.

4. The requirements under Section 6.6 of the LLC Agreement.

5. Easements, rights-of-way, and rights of access provided to Elevation by Extraction.

6. The Broomfield OA.

7. Extraction's Comprehensive Drilling Plan as approved by the City of Broomfield.

8. The Drilling Commitments under the Elevation Gathering Agreements, including but not limited to any costs and/or benefits to Debtors' estates associated with rejecting the Drilling Commitment.

9. The value of the Elevation Gathering Agreements and/or Extraction's obligations or rights thereunder to the Debtors' business and operations, including any budgets, valuations, projections, analyses, forecasts, and models prepared by any of Debtors or that Debtors caused to be prepared concerning the Elevation Gathering Agreements.

10. The Rejection Notice and the statements, allegations, and assertions therein as they pertain to the Elevation Gathering Agreements.

11. Debtors' basis for the Rejection Notice and basis to reject each of the Elevation Gathering Agreements.

12. Debtors' basis for concluding that the rejection of each of the Elevation Gathering Agreements is a proper exercise of business judgment.

13. Any calculations or analysis Debtors performed or caused to be performed showing any benefits or losses to Debtors' estates associated with rejecting the Elevation Gathering Agreements or any portions thereof.

14. Any calculations or analysis Debtors performed or caused to be performed showing any benefits or losses to the Debtors' future businesses associated with rejecting the Elevation Gathering Agreements or any portions thereof.

15. Any calculations or analysis Debtors performed or caused to be performed demonstrating or explaining the impact to the Debtors' value and rights upon rejection of the Elevation Gathering Agreements.

16. The impact to the Debtors' chapter 11 process, including but not limited to a potential plan of confirmation and plan for reorganization, as a result of rejecting the Elevation Gathering Agreements, and including but not limited to the decision to reject all midstream contracts and any resulting potential damages claims.

17. The extent to which Debtors have gathered, stabilized, transported, compressed, and/or processed crude oil, gas, and/or water from within the Elevation Dedicated Area for the 90-day period prior to August 10, 2020.

18. Debtors' plans for gathering, compressing, stabilizing, transporting, processing, or otherwise, as to any crude oil, natural gas and water located in and/or produced from the Elevation Dedicated Area if the Elevation Gathering Agreements are rejected.

19. Any and all alternatives Debtors have considered, are considering, or plan to consider or use, or anticipate could be used, to replace the services Extraction receives under the Elevation Gathering Agreements, and any Communications or Documents concerning the same.

20. Any existing facilities that Extraction intends to use to replace the services provided by the Elevation Midstream Facilities, including but not limited to any specifications for those facilities and ability to gather, compress, stabilize, and transport oil, gas, and/or water from the Elevation Dedicated Area in comparison to the Elevation Midstream Facilities.

21. New, additional, and/or replacement facilities that Extraction or a third-party would need to construct and install to replace the services provided by the Elevation Gathering Agreements, including but not limited to the costs and timeline for construction and installation, Extraction's plan for funding such costs, and Extraction's expectations as to rates and returns as to any such facilities.

22. The rates Extraction pays for services provided by Elevation under the Elevation Gathering Agreements and their relation to market rates and any rates offered by any other person for providing similar services that are provided by Elevation under the Elevation Gathering Agreements.

23. The feasibility of trucking crude oil and natural gas in and from the Elevation Dedicated Area.

24. Extraction's business operations and economics under the Broomfield OA, including but not limited to the current and anticipated returns from Extraction's production under the Broomfield OA, Extraction's revenues received for the applicable hydrocarbons pursuant to the Broomfield OA, and anticipated costs, charges and others expenses incurred or otherwise attributable to such production.

25. Debtors' relationship with the City of Broomfield, including with the residents and the City Council members, with respect to Extraction's exploration and production of crude oil, natural gas, and produced water within the City of Broomfield.

26. Debtors' communications with the City of Broomfield and/or any other local, state, or federal authorities concerning the Elevation Gathering Agreements and/or the Elevation Midstream Facilities.

27. Debtors' discussions with the City of Broomfield concerning the proposed rejection of the Elevation Gathering Agreements, including any alternatives to utilizing the Elevation Midstream Facilities that Debtors have considered utilizing or are considering utilizing, and any permits or agreements required or that are expeditious to acquire.

28. Debtors' discussions with any other government entity, whether local, state, or federal, concerning the proposed rejection of the Elevation Gathering Agreements, including any alternatives to utilizing the Elevation Midstream Facilities that Debtors have considered utilizing or are considering utilizing, and any permits or agreements required or that are expeditious to acquire.

29. The feasibility of constructing new facilities within the City and/or County of Broomfield, including potential costs and difficulties of obtaining the necessary regulatory approvals.

30. Potential violations of any statute, regulation or ordinance as a result of gathering, compressing, stabilizing, or transporting Extraction's hydrocarbons without use of the Elevation Midstream Facilities.

31. The Verified Complaint filed by Extraction against The City and County of Broomfield on September 14, 2020 in the United States District Court for the District of Colorado, Civil Action No. 20-2779.

32. Debtors' business and operations plans during the duration of any Shut-In Period, including the expected impact, that would result from the proposed rejection of the Elevation Gathering Agreements.

33. The impact on Debtors' current oil and gas leases as a result of shutting in production and paying material shut-in royalty payments due to any Shut-In Period.

34. Potential damages Debtors' may or will incur during any Shut-In Period.

35. Production and revenue issues that may impact Debtors during any Shut-In Period.

36. Debtors' discussions with any person concerning the proposed rejection of the Elevation Gathering Agreements, including as to any alternatives to utilizing the Elevation Midstream Facilities that Debtors have considered utilizing or are considering utilizing.

37. Documents or Communications between and amongst Debtors and any Consenting Senior Noteholders and/or Backstop Parties concerning the Debtors' decision to reject the Elevation Gathering Agreements.

38. Documents produced by Debtors.

39. The Objection of Elevation Midstream, LLC and GSO EM Holdings LP to the Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases, filed as Docket No. 612.

40. The Proofs of Claim filed by the Elevation Parties), filed as Claims #1212, #1215, #1216, #1218, and #2102 (including any Addendum to any such Proof of Claim, including but not

limited to the facts underlying such Proofs of Claim and the impact of such claims on the decision to attempt to reject the Gathering Agreements.

CERTIFICATE OF SERVICE

I, Travis J. Cuomo, hereby certify that on September 17, 2020, I caused copies of *GSO EM Holdings LP and Elevation Midstream, LLC's Joint Notice of 306(b)(6) Deposition of Extraction Oil & Gas, Inc.* to be served upon the parties on the attached list in the manner indicated.

/s/ Travis J. Cuomo
Travis J. Cuomo (No. 6501)

SERVICE LIST

| <u>VIA EMAIL</u> | |
|--|---|
| <p>WHITEFORD, TAYLOR & PRESTON LLC2 Marc R. Abrams Richard W. Riley Stephen B. Gerald The Renaissance Centre 405 North King Street, Suite 500 Wilmington, Delaware 19801 Email: mabrams@wtplaw.com riley@wtplaw.com</p> <p>KIRKLAND & ELLIS LLP KIRKLAND & ELLIS INTERNATIONAL LLP Christopher Marcus, P.C. Allyson Smith Weinhouse Ciara Foster 601 Lexington Avenue New York, New York 10022 Email: christopher.marcus@kirkland.com allyson.smith@kirkland.com ciara.foster@kirkland.com</p> <p>KIRKLAND & ELLIS LLP KIRKLAND & ELLIS INTERNATIONAL LLP Anna Rotman, P.C. Kenneth Young Jamie Aycock 609 Main Street Houston, Texas 77002 Email: anna.rotman@kirkland.com kenneth.young@kirkland.com jamie.aycock@kirkland.com</p> | <p>COLE SCHOTZ P.C. G. David Dean Andrew J. Roth-Moore 500 Delaware Avenue, Suite 1410 Wilmington, DE 19801 Email: ddean@coleschotz.com aroth-moore@coleschotz.com</p> <p>STROOCK & STROOCK & LAVAN LLP Kristopher M. Hansen Frank A. Merola Erez E. Gilad Gabriel E. Sasson Jason M. Pierce 180 Maiden Lane New York, New York 10038 Email: khansen@stroock.com fmerola@stroock.com egilad@stroock.com gsasson@stroock.com jpierce@stroock.com</p> |
| <u>VIA EMAIL & FIRST CLASS MAIL</u> | |
| <p>Office of the United States Trustee Delaware Richard L. Schepacarter, Esq., Trial Attorney U. S. Department of Justice 844 King Street Suite 2207, Lockbox # 35 Wilmington, Delaware 19899-0035 Email: Richard.Schepacarter@usdoj.gov</p> | |