

# United States Bankruptcy Court

District of Delaware

In re Extraction Oil & Gas, Case No. 20-11548

Court ID (Court use only) \_\_\_\_\_

## NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this notice.

Name of Transferee

**Argo Partners**

Name of Transferor

**TRI-POINT OIL & GAS**

Name and Address for notices and payments:

12 West 37th Street, 9th Floor

New York, NY 10018

Phone:(212) 643-5446

Court Record Address of Transferor

(Court Use Only)

Name & Current Address of Transferor

**TRI-POINT OIL & GAS**

**PO BOX 207557**

**DALLAS, TX 75320-7557**

**Phone:(646) 741-4321**

**Court Claim # 43**

**POC \$207,750.05**

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:/s/ Matthew V. Binstock, CFA

Date: December 23, 2020

Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

~~DEADLINE TO OBJECT TO TRANSFER~~

The transferor of claim named above is advised that this Notice of Transfer of Claim Other Than for Security has been filed in the clerk's office of this court as evidence of the transfer. Objections must be filed with the court within twenty (20) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: \_\_\_\_\_

\_\_\_\_\_  
**CLERK OF THE COURT**



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transfer such property to Assignee. The terms of this Assignment of Claim shall be binding upon, and shall inure to the benefit of and be enforceable by Assignor, Assignee and their respective successors and assigns.

Assignor hereby acknowledges that Assignee may at any time reassign the Claim, together with all right, title and interest of Assignee in and to this Assignment of Claim. All representations, warranties, indemnities and agreements made herein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by jury.

#### CONSENT AND WAIVER

Assignor hereby acknowledges and consents to all of the terms set forth in this Assignment of Claim and hereby waives its right to raise any objections thereto and its right to receive notice pursuant to Rule 3001 of the Rules of Bankruptcy Procedure.

IN WITNESS WHEREOF, the undersigned Assignor hereunto sets its hand this 23<sup>rd</sup> day of December 2020.

ATTEST:

By: Jeffrey Martin

Signature

Telephone #

Print Name/Title

TRI-POINT OIL & GAS

Fax #

E-mail

IN WITNESS WHEREOF, the undersigned Assignee hereunto sets its hand this 23<sup>rd</sup> day of DEC 2020.

ATTEST:

By: Matthew V. Binstock

Matthew V. Binstock, CFA

Argo Partners

(212) 643-5446

(212)-643-6401 Fax

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