Docket #0023 Date Filed: 9/15/2020

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)
EXTRACTION OIL & GAS, INC., Plaintiff, v. REP PROCESSING LLC, Defendant.	Adversary Proceeding Adv. Pro. No. 20-50813 (CSS) **Re: A.D.I. 10, 14**

REP PROCESSING LLC'S AMENDED NOTICE OF RULE 30(b)(6) DEPOSITION OF EXTRACTION OIL & GAS, INC.

PLEASE TAKE NOTICE that, pursuant to Rules 26 and 30(b)(6) of the Federal Rules of Civil Procedure (the "**Federal Rules**"), made applicable to these bankruptcy cases by the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), REP Processing LLC ("**REP**") will take the deposition upon oral examination of Extraction Oil & Gas, Inc. ("**Extraction**" or "**Plaintiff**") regarding the matters for examination described below (the "**Matters for Examination**"). The deposition will take place by video conference on a date and time to be mutually agreed upon by the parties. REP will provide the videoconference connection information prior to the deposition. The deposition will be taken before an officer authorized by

[1] The Debtors in these chapter 11 cases, along with the last four digits of each of the 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.

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law to administer oaths, and will be recorded by stenographic means, and/or audio or visual means. The deposition shall continue from day to day until completed.

PLEASE TAKE FURTHER NOTICE that, in the context of a remote deposition, there shall be no communication with the deponent while on-the-record, except such communication that is audible to all parties and recorded/transcribed. In particular, there shall be no communication with the witness through non-verbal means, such as text message, chat applications, written notes, or otherwise. REP reserves the right to place a second camera that captures, while on the record, what the deponent is observing (e.g., capturing the deponent's hands, key strokes, and computer monitor).

DEFINITIONS

1. The term "**2024 Senior Notes**" means the 7.375% senior unsecured notes due May 15, 2024, issued pursuant to the 2024 Senior Notes Indenture.

2. The term "**2024 Senior Notes Indenture**" means that certain indenture, dated as of August 1, 2017, by and among Extraction, as issuer, each of the guarantors named therein, and Wells Fargo Bank, National Association, as trustee, as amended, modified, or otherwise supplemented from time to time.

3. The term "**2026 Senior Notes**" means the 5.625% senior unsecured notes due February 1, 2026, issued pursuant to the 2026 Senior Notes Indenture.

4. The term "**2026 Senior Notes Indenture**" means that certain indenture, dated as of January 25, 2018, by and among Extraction, as issuer, each of the guarantors named therein, and Wells Fargo Bank, National Association, as trustee, as amended, modified, or otherwise supplemented from time to time.

5. The term "**Backstop Commitment Agreement**" means that certain Backstop Commitment Agreement entered into by and among the Debtors and the Backstop Parties.

6. The term "**Backstop Parties**" means, collectively, those parties to the Backstop Commitment Agreement.

7. The term "**communication**" means any transmission of information, the information transmitted, and any process by which information is transmitted, including oral, written, and electronic mail communications.

8. The term "**Complaint**" means the *Complaint for Declaratory Judgment* filed on August 14, 2020 by Plaintiff, commencing the above-captioned adversary proceeding.

9. The term "**concerning**" means directly or indirectly relating to, referring to, reflecting, containing, pertaining to, showing, constituting, evidencing, describing, discussing, or mentioning.

10. The term "**Consenting Senior Noteholders**" means the Senior Noteholders that are signatories to the Restructuring Support Agreement, made and entered into as of June 15, 2020, with the Debtors, and any subsequent Senior Noteholder that becomes party thereto.

11. The term "**Debtors**" means 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 collectively, as well as their respective current and former directors, officers, employees, agents, attorneys, advisors, and representatives.

12. The term "**Dedicated Production**" has the meaning ascribed to it in the Gas Gathering Agreement.

13. The term "**Dedicated Properties**" has the meaning ascribed to it in the Gas Gathering Agreement.

14. The term "**Gas Gathering Agreement**" means the Gas Gathering, Processing, and Purchase Agreement dated April 16, 2019 entered into by REP and the Plaintiff.

15. The term "**Motion to Reject**" means the *Debtors' Omnibus Motion for Entry of an Order (I) Authorizing Rejection of Unexpired Leases of Nonresidential Real Property and Executory Contracts Effective as of the Dates Specified Herein and (II) Granting Related Relief* (Case No. 20-11548, Docket No. 14).

16. The term "**Motion for Summary Judgment**" means *Plaintiff's Motion for Summary Judgment* and the *Brief in Support of Plaintiff's Motion for Summary Judgment* filed by Plaintiff on August 14, 2020 in the above-captioned adversary proceeding.

17. The term "**Senior Noteholder**" means the holder of any claim against a Debtor arising under or concerning the 2024 Senior Notes, 2024 Senior Notes Indenture, 2026 Senior Notes, and 2026 Senior Notes indenture.

18. The term "**Undedicated Properties**" means all lands covered by the Gas Gathering Agreement other than the Dedicated Properties.

19. The terms "**you**," "**your**," "**Extraction**," or "**Plaintiff**" mean Extraction Oil & Gas, Inc. and its direct and indirect parents, affiliates, divisions, units, branches, subsidiaries, affiliates, partnerships and joint ventures, and any directors, officers, employees, agents, advisors, and representatives and any persons or entities acting under the direction, supervision, or control of any of the foregoing entities.

INSTRUCTIONS

1. Pursuant to Federal Rule 30(b)(6), made applicable in these bankruptcy cases pursuant to Bankruptcy Rule 7030, Plaintiff is directed to designate the person or persons to testify on its behalf about information known or reasonably available to Plaintiff regarding the Matters for Examination.

2. Plaintiff shall set forth, for each person designated, the matters on which the person will testify.

3. The person(s) so designated shall testify as to matters known or reasonably available to Plaintiff.

4. The following rules of construction shall apply to this Notice of Deposition:

a. The terms "any" and "all" mean "any and all" where the effect of such construction is to broaden the scope of the Matter for Examination.

b. The connectives "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Matter for Examination all responses that might otherwise be construed to be outside the scope.

c. The term "including" means including, but not limited to, and is intended to provide examples of information that is subject to examination under the Matters for Examination. Such examples are not intended to be exhaustive of the information sought and shall not, in any way, be read to limit the scope of the Matter for Examination.

d. The singular includes the plural and vice versa.

e. The present tense shall be construed to include the past tense, and the past tense shall be construed to include the present tense as necessary to bring within the scope of these Matters for Examination any information that might otherwise be construed to be outside their scope.

MATTERS FOR EXAMINATION

1. Extraction's operations, including its marketing of oil and natural gas production and plans to develop and sell its oil and gas reserves.

2. Any coordination by the Debtors and any of the Consenting Senior Noteholders or Backstop Parties concerning the Debtors' apparent decision to seek to reject the Gas Gathering Agreement.

3. Plaintiff's business operations concerning the Gas Gathering Agreement.

4. Plaintiff's obligations under the Gas Gathering Agreement.

5. The negotiations between Plaintiff and REP leading to entry into the Gas Gathering Agreement.

6. The drafting of the Gas Gathering Agreement.

7. The nature of Plaintiff's business relationship with REP.

8. The reasons why Plaintiff and REP included the dedication in Article II of the Gas Gathering Agreement.

9. Plaintiff's grant or purported grant of rights of access to REP, including, but not limited to, Section 6.04 of the Gas Gathering Agreement.

10. The value of Plaintiff's obligations or REP's rights under the Gas Gathering Agreement, including budgets, valuations, projections, analyses, forecasts, models, and all support relied on or used in connection therewith.

11. Valuations, economic models, projections, analysis, and any due diligence performed by Plaintiff in connection with the Gas Gathering Agreement.

12. Plaintiff's real property rights in relation to the Gas Gathering Agreement or the Dedicated Properties.

13. The restriction in Section 16.05 of the Gas Gathering Agreement on Plaintiff's ability to transfer or assign its rights or obligations under the Gas Gathering Agreement "without the prior written consent" of REP.

14. The oil and gas leases related to the Dedicated Properties and Undedicated Properties, including Extraction's rights and obligations under those leases.

15. The oil and gas leases in Weld County, Colorado under which one of the Debtors is a party, including the applicable Debtor's or Debtors' rights and obligations under those leases.

16. Easement, right of way, right of access, and surface use agreements in Weld County, Colorado under which one of the Debtors is a party, including the applicable Debtor's or Debtors' rights and obligations under those agreements.

17. The value of the Gas Gathering Agreement, the Dedicated Properties, the Dedicated Production, and the Debtors' oil and gas interests in 7N 67W and 6N 67W, Weld County, Colorado.

18. Plaintiff's business plans (including drilling and development plans and production forecasts/curves) and financial projections concerning the Gas Gathering Agreement, the Dedicated Properties, the Dedicated Production, the Undedicated Properties, and the Debtors' oil and gas interests in 7N 67W and 6N 67W, Weld County, Colorado.

19. Plaintiff's ability to sell or transport gas produced or producible from the Dedicated Properties and Undedicated Properties (i) as a result of the Gas Gathering Agreement, and (ii) absent the Gas Gathering Agreement.

20. The effect of the Gas Gathering Agreement on the quantity of gas produced or producible by Plaintiff.

21. The alternatives available to Plaintiff to sell or transport gas produced or producible from the Dedicated Properties and Undedicated Properties absent the Gas Gathering Agreement.

22. Plaintiff's ability to discharge its obligations under its oil and gas leases related to the Dedicated Properties and Undedicated Properties absent the Gas Gathering Agreement.

23. The current or expired gas gathering agreements to which the Debtors or their affiliates, including Elevation Midstream and XTR Midstream, are a party.

24. Properties dedicated by the Debtors or their affiliates, including Elevation Midstream and XTR Midstream, to upstream providers.

25. Plaintiff's permits or agreements with local or state officials concerning the Dedicated Properties or the Dedicated Production.

26. Any property interests of REP in the Dedicated Properties.

27. Whether the parties to the Gas Gathering Agreement intended the agreement to be a covenant running with the land when they entered into the agreement.

28. The statements, allegations, and assertions included in the Motion to Reject as they pertain to the Gas Gathering Agreement.

29. The factual bases for the statements, allegations, and assertions included in the Complaint, the Motion for Summary Judgment, and the responses to the discovery requests served on Plaintiff in this matter.

30. The reasons why Plaintiff entered into the Gas Gathering Agreement.

31. The impact the Gas Gathering Agreement has on the value of the gas on, in, and under the Dedicated Properties and the Undedicated Properties.

32. The impact to Plaintiff's wells if they are not connected to a gathering system.

33. Extraction's drilling schedule in the Dedicated Properties and the Undedicated Properties.

34. The impact the fees in the Gas Gathering System has on Extraction's drilling schedule.

35. REP's rates for services provided to Extraction and their relation to prevailing market rates at the time the Gas Gathering Agreement was signed and at the time Debtors filed for bankruptcy.

36. Actual oil and gas production and forecast oil and gas production in 7N 67W and 6N 67W, Weld County, Colorado.

37. Curtailment of or limitations on oil and gas production in 7N 67W and 6N 67W, Weld County, Colorado.

38. Whether a well that has previously been shut-in may produce less gas if it is restored.

Dated: September 15, 2020
Wilmington, Delaware

Respectfully submitted,

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

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