Docket #0020 Date Filed: 9/18/2020

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)
PLATTE RIVER MIDSTREAM, LLC AND DJ SOUTH GATHERING, LLC, Plaintiffs, v. EXTRACTION OIL & GAS, INC., Defendant.	Adv. Proc. No. 20-50833 (CSS) **Re: A.D.I. 10**

PLATTE RIVER MIDSTREAM, LLC, DJ SOUTH GATHERING, LLC, AND PLATTE RIVER HOLDINGS, 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"), Platte River Midstream, LLC ("PRM"), DJ South Gathering, LLC ("DJ South") and Platte River Holdings, LLC ("PRH") (collectively the "Companies"), creditors and parties-in-interest in the above-captioned case, will take the deposition upon oral examination of Extraction Oil & Gas, Inc. ("Extraction" or

[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.

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"Plaintiff") regarding the matters for examination described below (the "Matters for Examination"). The deposition will take place on September 21, 2020 at 9:30 a.m. Mountain Standard Time, or such other date and time as the parties may mutually agree. The court reporter will provide the videoconference connection information prior to the deposition. The deposition will be taken before an officer authorized by 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 communications with the witness through non-verbal means, such as text message, chat applications, written notes, or otherwise. The Companies reserve 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. "Backstop Parties" means, collectively, those parties to the Backstop Commitment Agreement.

2. "Backstop Commitment Agreement" means that certain Backstop Commitment Agreement entered into by and among the Debtors and the Backstop Parties.

3. "Communicate" or "communication" means every manner or method of disclosure, transfer, or exchange of information, and every such disclosure, transfer, or exchange of information, whether orally or in a document, and whether face-to-face, by telephone, mail, electronic mail, wire, telex, telecopy, personal delivery, or otherwise.

4. "Concern, "concerning," or "relating to" means mentioning, reflecting, pertaining to, making reference to, describing, discussing, analyzing or commenting on a matter, directly or indirectly, in whole or in part

5. "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

6. "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.

7. "DJ South" means DJ South Gathering, LLC, as well as its current and former members, directors, officers, managers, employees, agents, attorneys, advisors, and representatives.

8. "DJ South Dedication Area" has the meaning set forth in Section 1.1(u) of the DJ South TSA.

9. "DJ South Transportation System" means the crude oil transportation system located in the City and County of Broomfield, Colorado, and Adams, Arapahoe, Boulder, and Weld Counties, Colorado, operated by DJ South subject to the DJ South TSA.

10. "DJ South TSA" means the Transportation Services Agreement, dated effective May 16, 2018, between DJ South and Extraction.

11. "Motion to Reject" means the Debtors' *Omnibus Motion for Entry of an Order: (1) 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).

12. "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.

13. "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.

14. "PRH" means Platte River Holdings, LLC, as well as its current and former members, directors, officers, managers, employees, agents, attorneys, advisors, and representatives.

15. "PRM" means Platte River Midstream, LLC, as well as its current and former members, directors, officers, managers, employees, agents, attorneys, advisors, and representatives.

16. "PRM Dedication Area" has the meaning set forth in Section 1.1(t) of the PRM TSA.

17. "PRM Transportation System" means the crude oil transportation system located in Larimer and Weld Counties, Colorado, operated by PRM subject to the PRM TSA.

18. "PRM TSA" means the First Amended and Restated Transportation Services Agreement, dated effective April 14, 2017, between PRM and Extraction.

19. "TSAs" means the PRM TSA and the DJ South TSA

20. "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 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" or "each and every" 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 of Examination.

d. The singular includes the plural and vice versa.

e. The present tense shall be construed to included 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 the scope.

MATTERS FOR EXAMINATION

1. Extraction's operations concerning or related to the TSAs, including how the PRM Transportation System and DJ South Transportation System receives crude oil deliveries from Extraction.

2. Extraction's operations, including its marketing of oil and natural gas production.

3. Extraction's plans to develop and sell its oil reserves.

4. Extraction's ability to sell or transport crude oil produced or producible from the DJ South Dedicated Area and PRM Dedicated Area as a result of the TSAs.

5. Extraction's ability to sell or transport crude oil produced or producible from the DJ South Dedicated Area and PRM Dedicated area absent the TSAs.

6. Plaintiff's obligations under the TSAs.

7. The negotiation and drafting of the TSAs, specifically the negotiation related to: (a) the inclusion of the PRM Dedication Area in the PRM TSA; (b) the inclusion of the DJ South Dedication Area into the DJ South TSA; (c) the Fixed Monthly Payment and Total Financial Commitment specified in each TSA and (d) the definition of Interests in each TSA.

8. The reason(s) and purpose(s) why Plaintiff entered into the DJ South TSA.

9. The reason(s) and purpose(s) why Plaintiff entered into the PRM TSA.

10. The reason(s) and purpose(s) why Plaintiff and PRM included the PRM Dedication Area in the PRM TSA.

11. The reason(s) and purpose(s) why Plaintiff and DJ South included the DJ South Dedication Area in the DJ South TSA.

12. The reason(s) and purpose(s) why Plaintiff and DJ South included express language in Section 2.5 of the DJ South TSA stating that the dedication and commitment by Extraction "shall be deemed an interest that runs with the land in the Dedication Area."

13. Whether the parties to DJ South TSA intended the agreement to be a covenant running with the land when they entered into the agreement.

14. Whether the parties to the PRM TSA intended the agreement to be a covenant running with the land when they entered into the agreement.

15. The value of Plaintiff's obligations and PRM's rights under the PRM TSA.

16. The value of Plaintiff's obligations and DJ South's rights under the DJ South TSA.

17. Valuations, economic models, projections, analysis and any due diligence performed by Plaintiff in connection with entering into the TSAs.

18. Plaintiff's real property rights in relation to the TSAs, the DJ South Dedicated Area or the PRM Dedicated Area.

19. The Right-of-Way agreements in which Extraction granted the Companies a right to use, occupy and access the surface area surrounding the PRM Transportation System and the DJ South Transportation System.

20. Any communications between the Plaintiff and any of the Consenting Senior Noteholders, Backstop Parties, or other third parties concerning Plaintiff's analysis of and decision to seek to reject the TSAs.

21. Plaintiff's review, evaluation or assessment of the TSAs including any assessment of the ongoing costs of the TSAs to Plaintiff and the potential risks or exposure to Debtors resulting from rejecting the TSAs.

22. The effect of the TSAs on the quantity of crude oil produced or producible by Plaintiff.

23. Plaintiff's business plans and financial projections concerning the TSAs, the DJ South Dedicated Area, and the PRM Dedicated Area.

24. The alternatives available to Plaintiff to sell or transport crude oil from the DJ South Dedicated Area or the PRM Dedicated Area absent the TSAs.

25. Plaintiff's evaluation or consideration of alternatives to the TSAs to sell or transport crude oil from the DJ South Dedicated Area or the PRM Dedicated Area absent the TSAs, including consideration or evaluation of the costs, benefits, timing and effect of implementing considered alternatives.

26. Plaintiff's ability to discharge its obligations under its oil and gas leases related to the DJ South Dedicated Area and the PRM Dedicated Area absent the TSAs.

27. Plaintiff's real property rights in relation to the TSAs, the DJ South Dedicated Area or the PRM Dedicated Area.

28. Consideration of curtailment of or limitation on Extraction's oil and gas production in the event TSAs are rejected.

29. Plaintiff's permits or agreements with local or state officials concerning Extraction's transportation of crude oil, including the terms of those permits or agreements.

30. Local or state restrictions related to Plaintiff's ability to transport crude oil from the DJ South Dedicated Area and the PRM Dedicated Area and the effect of those restrictions absent the TSAs.

31. Extraction's estimates of annual production for the PRM Interests, the value of such production and the value of the PRM Interests over the ten-year term of the PRM TSA.

32. Extraction's estimates of the annual production for the DJ South Interests, the value of such production and the value of the DJ South Interests over the term of the DJ South TSA.

33. The nature of Plaintiff's business relationship with PRM, DJ South and PRH.

34. The negotiation and drafting of the First Amended and Restated Limited Liability Company Agreement, pursuant to which the parties formed PRH, including the negotiations related to the percentage of equity XTR Midstream, LLC.

35. The purpose(s) and reason(s) PRH was formed.

36. The relationship between Extraction and Elevation Midstream, LLC.

37. The statements, allegations and assertions included in the Motion to Reject as they pertain to the TSAs.

38. 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 by the Companies in this matter.

Dated: September 18, 2020
Wilmington, Delaware

/s/ Curtis S. Miller

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Counsel to Platte River Midstream, LLC, DJ South Gathering, LLC, and Platte River Holdings, LLC

CERTIFICATE OF SERVICE

I, Brett S. Turlington, certify that I am not less than 18 years of age, and that service of the foregoing *Platte River Midstream, LLC, DJ South Gathering, LLC, and Platte River Holdings, LLC's Amended Notice of Rule 30(b)(6) Deposition of Extraction Oil & Gas, Inc.* was caused to be made on September 18, 2020, in the manner indicated upon the entities identified below.

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Date: September 18, 2020

/s/ Brett S. Turlington
Brett S. Turlington (No. 6705)