IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: EXTRACTION OIL & GAS, INC., *et al.,* Debtor.[1]	Chapter 11 Case No. 20-11548 (CSS)
EXTRACTION OIL & GAS, INC., Plaintiff, v. ROCKY MOUNTAIN MIDSTREAM LLC, Defendant.	Adv. Proc. No. 20-50840 (CSS)

ROCKY MOUNTAIN MIDSTREAM LLC'S NOTICE OF RULE 30(b)(6) DEPOSITION OF EXTRACTION OIL & GAS, INC.

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"), Rocky Mountain Midstream LLC ("RMM") 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 November 16, 2020, at 10 a.m. Eastern Standard Time / 9:00 a.m. Central Standard Time, or such other date and time as the parties may mutually agree. RMM will provide the videoconference connection information prior to the deposition. The

[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.

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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.

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. Defendants 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. The term "Gas" means natural gas and casinghead gas as produced from wells classified as gas wells or oil wells.

2. The term "East Greeley Agreement" means the Gas Gathering, Processing and Purchase Agreement dated February 8, 2019 entered into by RMM and Extraction.

3. The term "Broomfield Agreement" means the Gas Gathering, Processing and Purchase Agreement dated March 6, 2018 entered into by Discovery DJ Services LLC ("Discovery") and Extraction.

4. The term "Agreements" means the East Greely Agreement and the Broomfield Agreement.

5. Capitalized terms have the same meaning as those terms in the Agreements.

6. The term "Second Motion to Reject" means the *Debtors' Second 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. 412).

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.

MATTERS FOR EXAMINATION

1. Debtors' decision to seek to reject the Agreements.

2. Evaluation performed by Debtors or their advisors regarding the cost efficiency of the Agreements.

3. Plaintiff's business operations concerning the Agreements, including the impact of the infrastructure built pursuant to the Agreements on Plaintiff's development of its hydrocarbon reserves.

4. Plaintiff's obligations under the Agreements.

5. The negotiations between Plaintiff and RMM or Discovery leading to entry into the Gas Gathering Agreement.

6. The drafting of the Agreements.

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

8. The reasons why Plaintiff and RMM or Discovery included the Dedication in Section 2.1 of the Agreements.

9. The reasons why Plaintiff and RMM or Discovery included the "Covenant Running with Land" provision in Section 2.4 of the Agreements.

10. The value of Plaintiff's obligations or RMM's rights under the Agreements, 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 entering into the Agreements or rejecting the Agreements.

12. Any projections, analyses, or valuations concerning the Dedicated Interests or the Committed Gas as those terms are used in each of the Agreements.

13. Plaintiff's real property rights in relation to the Agreements or the Dedicated Interests.

14. The restriction in GTC Section XIII of the Agreements on Plaintiff's ability to transfer or assign its rights or obligations under the Agreements "without the prior written consent" of RMM or Discovery (depending on the Agreement).

15. The oil and gas leases related to the Dedicated Interests.

16. Easement, right of way, right of access, and surface use agreements in the Dedicated Area under which any one of the Debtors is a party.

17. The value of the Agreements, the Dedicated Interests, and the Committed Gas.

18. Plaintiff's business plans and financial projections concerning the Agreements, the Dedicated Interests, and the Committed Gas.

19. Plaintiff's ability to sell, transport, or process Gas produced from the Dedicated Interests and Dedicated Areas (i) as a result of the Agreements, and (ii) absent the Agreements.

20. The effect of the Agreements on the quantity of Gas produced by Plaintiff.

21. The effect of shutting in a well on the long-term prospects of production from that well.

22. The alternatives available to Plaintiff to sell, transport, or process Gas produced from the Dedicated Interests absent the Agreements.

23. Plaintiff's ability to discharge its obligations under its oil and gas leases related to the Dedicated Interests absent the Agreements.

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

25. Plaintiff's permits or agreements with local or state officials concerning the Dedicated Interests or the Committed Gas.

26. Any property interests of RMM in the Dedicated Area.

27. Whether the parties to the Agreements 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 Second Motion to Reject as they pertain to the Agreements.

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. Extraction's search for and production of documents in this matter.

31. Board meetings related to (i) Extraction's decision to enter into the Agreements, (ii) the negotiation of the Agreements, (iii) the benefits and burdens of the Agreements, (iv) the economic terms of the Agreements, (v) whether the parties to the Agreements intended the Agreements to be a covenant running with the land, (vi) the development of hydrocarbon reserves in or related to the Dedicated Area, as that term is used in each of the Agreements, or (vii) the rejection or breach of any agreement for the transportation or processing of hydrocarbons.

32. Communications with any entity about performing Gathering and Processing Services as outlined in Section 2.5 of the Broomfield Agreement for Plaintiff (or its assigns) for the Dedicated Interests and Dedicated Area after rejection of the Broomfield Agreement.

33. Communications with any entity about performing Gathering and Processing Services as outlined in Section 2.5 of the East Greely Agreement for Plaintiff (or its assigns) for the Dedicated Interests and Dedicated Area after rejection of the East Greely Agreement.

34. Any "market check" Plaintiff performed related to rates for services similar to those offered by RMM for the Dedicated Areas.

35. Plaintiff's ownership interest in Elevation Midstream, LLC including, the dates of ownership, the dates of divesture, and the amount of ownership interest in Elevation Midstream, LLC.

36. Plaintiff's ownership interest in Discovery DJ Services LLC including, the dates of ownership, the dates of divesture, and the amount of ownership interest in Discovery DJ Services, LLC.

Dated: November 11, 2020

By: */s/ Lucian B. Murley*

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CERTIFICATE OF SERVICE

I, Lucian B. Murley, hereby certify that on November 11, 2020, a copy of the foregoing *Rocky Mountain Midstream LLC's Notice of Rule 30(b)(6) Deposition of Extraction Oil & Gas, Inc.* was served on the parties on the attached service list in the manner indicated therein.

/s/ Lucian B. Murley
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Dated: November 11, 2020

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