

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
Date of Report (Date of earliest event reported): November 4, 2019**

EXTRACTION OIL & GAS, INC.
(Exact name of registrant as specified in its charter)

Delaware

(State or Other Jurisdiction of Incorporation)

001-37907

(Commission File Number)

46-1473923

(IRS Employer
Identification No.)

370 17th Street, Suite 5300

Denver, Colorado 80202

(Address of principal executive offices)(Zip Code)

Registrant's telephone number, including area code (720) 557-8300

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of exchange on which registered
Common Stock, par value \$0.01	XOG	NASDAQ Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

Amendment to Credit Agreement

On November 4, 2019, Extraction Oil & Gas, Inc. (the “Company”) entered into that certain Letter Agreement re Borrowing Base Redetermination (the “Letter Agreement”) which amends that certain Amended and Restated Credit Agreement dated August 16, 2017 (as amended and modified, the “Credit Agreement”), by and among the Company, as borrower, certain subsidiaries of the Company, as guarantors (the “Guarantors”), the lenders party thereto (the “Lenders”) and Wells Fargo Bank, National Association, as administrative agent for the Lenders and as issuing lender.

The Letter Agreement, among other things, amends the Credit Agreement to decrease the borrowing base under the Credit Agreement from \$1.1 billion to \$950 million. The Letter Agreement also decreases the elected commitments under the Credit Agreement from \$1.0 billion to \$950 million.

The foregoing description is qualified in its entirety by reference to the Letter Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated into this Current Report on Form 8-K by reference.

Item 2.03 Creation of a Direct Financial Obligation

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
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<u>10.1</u>	Letter Agreement re Borrowing Base Redetermination, dated November 4, 2019, by and between Extraction Oil & Gas, Inc., as borrower, and Wells Fargo Bank, National Association, as administrative agent.
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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

EXTRACTION OIL & GAS, INC.

By: /s/ Tom L. Brock.
Name: Tom L. Brock
Title: Vice President, Chief Accounting Officer

Dated: November 7, 2019

November 4, 2019

Extraction Oil & Gas, Inc.
370 17th Street, Suite 5300
Denver, CO 80202
Attn: Ms. Marianella Foschi

and

The Lenders (as defined below)

Re: Borrowing Base Redetermination - Fall 2019

Ladies and Gentlemen:

We refer to the Amended and Restated Credit Agreement dated as of August 16, 2017 (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement") among Extraction Oil & Gas, Inc., a Delaware corporation (the "Borrower"), the lenders party thereto (the "Lenders"), and Wells Fargo Bank, National Association, as administrative agent (in such capacity, the "Administrative Agent") and as Issuing Lender. All terms defined in the Credit Agreement shall have the same meanings when used herein unless otherwise defined herein.

Borrowing Base and Maximum Cap Reduction

In connection with the Internal Reserve Report dated effective July 1, 2019 and in accordance with Section 2.2 of the Credit Agreement, the Administrative Agent (on behalf of itself and the Required Tier I Lenders) hereby notifies you that the Borrowing Base shall be decreased from \$1,100,000,000 to \$950,000,000 effective as of the date hereof. Such Borrowing Base redetermination shall constitute the Borrowing Base redetermination to occur on or about November 1, 2019 in accordance with Section 2.2(b)(ii) of the Credit Agreement. The new \$950,000,000 Borrowing Base described herein shall remain in effect until the Borrowing Base is redetermined or reduced in accordance with Section 2.2 of the Credit Agreement. Nothing in this letter shall prejudice the Administrative Agent's and the Lenders' rights to (i) redetermine the Borrowing Base in the future in accordance with Section 2.2 of the Credit Agreement, including without limitation pursuant to interim redeterminations pursuant to Section 2.2(c) of the Credit Agreement, or (ii) require future reductions of the Borrowing Base pursuant to Section 2.2(e) of the Credit Agreement.

In addition to the foregoing, the Administrative Agent hereby notifies you that the Maximum Cap shall be deemed to be decreased from \$1,000,000,000 to \$950,000,000 effective upon receipt by the Administrative Agent of counterparts of this Letter Agreement duly executed by the Borrower and the Administrative Agent. Upon receipt of countersigned copies of this Letter Agreement, each individual Lender's Pro Rata Share of the Maximum Cap shall be deemed to be reduced.

Each Lender's Pro Rata Share of the resulting Borrowing Base, after giving effect to the decrease in the Borrowing Base set forth herein, is set forth next to its name in Schedule I attached hereto. Each Lender's Pro Rata Share of the resulting Maximum Cap, after giving effect the decrease in the Maximum Cap as set forth herein, is set forth next to its name in Schedule I attached hereto.

The Borrower hereby acknowledges and agrees that (i) the redetermination set forth herein is the Borrowing Base redetermination to occur on or about November 1, 2019 that is provided for in Section 2.2(b)(ii) of the Credit Agreement and (ii) the Maximum Cap shall be deemed to be reduced as set forth herein.

Period for Mortgage and Title

On or before December 4, 2019 (or such later date as may be acceptable to the Administrative Agent in its sole discretion), the Borrower shall from time to time upon the reasonable request of the Administrative Agent, take such actions and execute and deliver such documents and instruments as the Administrative Agent shall require to ensure that the Administrative Agent shall, at all times, have received (a) satisfactory title evidence, which title evidence shall be in form and substance acceptable to the Administrative Agent in its sole reasonable discretion and shall include information regarding the before payout and after payout ownership interests held by the Borrower and the Borrower's Restricted Subsidiaries, for all wells located on the Oil and Gas Properties, covering at least (i) 80% of the present value of the Proven Reserves of the Borrower and its Restricted Subsidiaries or (ii) 95% of the present value of PDP Reserves of the Borrower and its Restricted Subsidiaries, in each case, as reasonably determined by the Administrative Agent, and (b) Mortgages and such other Security Documents to the extent necessary to cause the Administrative Agent to have an Acceptable Security Interest in at least 90% (by value) of the Loan Parties' Proven Reserves and the Oil and Gas Properties relating thereto.

Miscellaneous

The Credit Agreement and the other Loan Documents remain in full force and effect and are hereby ratified and confirmed, and nothing herein shall act as a waiver of any of the Administrative Agent's or Lenders' rights under the Loan Documents. This Letter Agreement is a Loan Document for the purposes of the provisions of the other Loan Documents.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to conflicts of laws principles (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

This Agreement may be signed in any number of counterparts, each of which shall be an original.

THIS WRITTEN AGREEMENT AND THE LOAN DOCUMENTS, AS DEFINED IN THE CREDIT AGREEMENT, REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signature Page Follows]

Signature Page to Borrowing Base Redetermination - Extraction (Fall 2019)

Houston/2011768

If the foregoing terms of this Letter Agreement meet with your approval, please evidence your agreement with such terms by signing this Letter Agreement in the space indicated below.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: /s/ Zachary Kramer

Name: Zachary Kramer

Title: Vice President

Agreed to and Accepted by:

BORROWER:

EXTRACTION OIL & GAS, INC.

By: /s/ Marianella Foschi

Name: Marianella Foschi

Title: Vice President of Finance

SCHEDULE I
MAXIMUM CAP AND BORROWING BASE

Lender	Pro Rata Share of Maximum Cap*	Pro Rata Share of Borrowing Base**
Wells Fargo Bank, National Association	\$90,250,000.00	\$90,250,000.00
Barclays Bank PLC	\$71,725,000.00	\$71,725,000.00
Credit Suisse AG, Cayman Islands Branch	\$71,725,000.00	\$71,725,000.00
SunTrust Bank	\$71,725,000.00	\$71,725,000.00
ABN AMRO Capital USA LLC	\$71,725,000.00	\$71,725,000.00
KeyBank National Association	\$71,725,000.00	\$71,725,000.00
Citibank, N.A.	\$62,700,000.00	\$62,700,000.00
Goldman Sachs Bank USA	\$42,750,000.00	\$42,750,000.00
Royal Bank of Canada	\$62,700,000.00	\$62,700,000.00
Bank of America, N.A.	\$47,500,000.00	\$47,500,000.00
Mercuria Eastern US Holdings LLC	\$5,700,000.00	\$5,700,000.00
The Huntington National Bank	\$47,500,000.00	\$47,500,000.00
PNC Bank, National Association	\$71,725,000.00	\$71,725,000.00
BMO Harris Bank N.A.	\$71,725,000.00	\$71,725,000.00
Natixis, New York Branch	\$62,700,000.00	\$62,700,000.00
Iberiabank	\$26,125,000.00	\$26,125,000.00
Total:	\$950,000,000.00	\$950,000,000.00

** Maximum Cap in effect as of November 4, 2019. Maximum Cap is subject to redetermination pursuant to the terms of the Credit Agreement.*

*** Borrowing Base in effect as of November 4, 2019. Borrowing Base is subject to redetermination pursuant to the terms of the Credit Agreement.*