

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: : Chapter 11
: :
RC SOONER HOLDINGS, LLC, *et al.*,¹ : Case No. 10-10528 (BLS)
: :
Debtors. : (Jointly Administered)
: :

RC SOONER HOLDINGS, LLC, *et al.* and :
OLD SOUTH APARTMENTS, LLC, :
: :
Plaintiffs, :
: :
v. : Adv. Pro. No. 10-50723 (BLS)
: :
REMYCO., INC.; THE REMY COMPANIES, :
INC.; HOME REALTY VENTURES, INC.; :
BRADFORD CREEK PROPERTIES, LLC; :
LANDRUN DESIGN AND :
DEVELOPMENT CO., INC.; DIAMOND :
POINTE, LLC; BLUECHIP HOLDINGS, LP; :
TIM L. REMY; TIM J. REMY; SHERRY E. :
REMY; L. LEON REMY; ROBIN E. REMY; :
SHERRY E. REMY REVOCABLE TRUST :
DTD JULY 14, 1997; L. LEON REMY :
REVOCABLE TRUST DTD JULY 14, 1997; :
SPERRY VAN NESS/WILLIAM T. :
STRANGE & ASSOCIATES, INC. and :
MONA REMY BERKE, :
: :
Defendants. :

¹ The Debtors and the last four digits of their taxpayer identification numbers are: RC Sooner Holdings, LLC (7904); RC Brixton Square Owner, LLC (8002); RC Cedar Crest Owner, LLC (7914); RC Fulton Plaza Owner, LLC (8011); RC Magnolia Owner, LLC (7998); RC Pomeroy Park Owner, LLC (7939); RC Salida Owner, LLC (7947); RC Savannah South Owner, LLC (7983); RC Southern Hills Owner, LLC (7958); Brixton Square Apartments, LLC (1844); CC Apartments, LLC (1798); Fulton Plaza Apartments, LLC (4344); Magnolia Manor Apartments, LLC (4486); Pomeroy Park Apartments, LLC (1649); Salida Apartments, LLC (1915); Savannah South Apartments, LLC (8586); and Southern Hills Villa Apartments, LLC (1721). The business address for each of the Debtors where notices should be sent is 1515 Broadway, 11th Floor, New York, New York 10036-8901.

NOTICE OF DEPOSITION

TO: Natalie D. Ramsey, Esquire
Montgomery, McCracken, Walker & Rhoads
1105 North Market Street, 15th Floor
Wilmington, DE 19801

PLEASE TAKE NOTICE that, pursuant to Bankruptcy Rule 7030(b)(6), Plaintiffs will take the deposition upon oral examination of Defendant **Bluechip Holdings, LP** on **June 8, 2010**, beginning at **4:00 p.m.** in the offices of Sneed, Lang & Herrold, 1700 Williams Center Tower, One West Third Street, Tulsa, OK 74103. You are instructed to designate one or more representatives to address the matters known or reasonably available to GE regarding the topics identified below. The deposition shall continue from day to day until completed, it will be recorded by stenographic means and may be videotaped.

Definitions

1. The term "Plaintiffs" shall mean and refer to the debtors and debtors in possession in these chapter 11 cases and Old South Apartments, LLC.
2. The terms "Bluechip Holdings" "You" or "Your" shall mean and refer to Bluechip Holdings, LP and all its subsidiaries, parent companies, employees, agents, officers, directors, or assigns, and to any other person that is acting or has ever acted for it or on its behalf (including attorneys), or any person on whose behalf it acted.
3. The term "Defendants," shall mean and refer to You, RemyCo., Inc., The Remy Companies, Inc., Home Realty Ventures, Inc., Bradford Creek Properties, LLC, Landrun Design and Development Co., Inc., Diamond Pointe, LLC, Tim L. Remy, Tim J. Remy, Sherry E. Remy, L. Leon Remy, Robin E. Remy, Sherry E. Remy Revocable Trust DTD July 14, 1997, L. Leon

Remy Revocable Trust DTD July 14, 1997, Mona Remy Berke and Sperry Van Ness/William T. Strange & Associates, Inc., individually and collectively, and all their subsidiaries, parent companies, employees, agents, officers, directors, or assigns, and to any other person that is acting or has ever acted for them or on their behalf (including attorneys), or any person on whose behalf they acted.

4. The phrase “Fannie Mae” shall mean and refer to Federal National Mortgage Association, the holder and mortgagee under all of the loans and mortgages for the Apartment LLCs (defined below), except for Old South Apartments, LLC.

5. The phrase “Apartment LLCs” shall mean and refer to Brixton Square Apartments, LLC; CC Apartments, LLC; Fulton Plaza Apartments, LLC; Magnolia Manor Apartments, LLC; Pomeroy Park Apartments, LLC; Salida Apartments, LLC; Savannah South Apartments, LLC, Southern Hills Villa Apartments, LLC, and Old South Apartments, LLC.

6. The phrase “RC LLCs” shall mean and refer to RC Brixton Square Owner, LLC; RC Cedar Crest Owner, LLC; RC Fulton Plaza Owner, LLC; RC Magnolia Owner, LLC; RC Pomeroy Park Owner, LLC; RC Salida Owner, LLC; RC Savannah South Owner, LLC and RC Southern Hills Owner, LLC, Southern Hills Villa Apartments, LLC, and RC Old South Owner, LLC.

7. The term “Apartments” shall mean and refer to the nine separate apartment complexes comprising approximately 796 multi-family residential unites for lease in Oklahoma currently owned by the Apartment LLCs.

8. The phrase “Apartment LLC Sales” shall mean and refer to the sale and transfer by the Parties to the RC LLCs of 100% of the membership interests of the Apartment LLCs.

9. The term “Agreements” shall mean and refer to the nine limited liability purchase agreements entered into on or about October 29, 2009 by certain Defendants and each of the RC LLCs whereby 100% of the membership interests of the Apartment LLCs was sold and transferred to the RC LLCs.

10. The phrase “Fannie Mae Loans” shall mean and refer to the loans and mortgages for the Apartments and Apartments LLCs held by Fannie Mae.

11. The phrase “Forbearance Agreements” shall mean and refer to the agreements entered into on or about November 19, 2009 between certain Defendants and Fannie Mae whereby those Defendants acknowledged a default of the Fannie Mae Loans and agreed to obligate many of the Apartment LLCs to pay forbearance payments.

12. The term “Servicers” shall mean and refer to any third-party individual or entity Fannie Mae employed to act for it or on its behalf with respect to any aspect of Fannie Mae Loans or with the Apartments or the Apartments LLCs.

13. The phrase “Representations and Warranties” shall have the same meaning attributed to it in the Amended Complaint at paragraph 38.

14. The term “Petitions” shall mean and refer to the Petitions Fannie Mae filed in District Court in and for Tulsa County, Oklahoma against the Apartment LLCs and certain other “Remy” defendants.

15. The term “communications” includes any attempted transmittal of information (in the form of facts, ideas, inquiries, or otherwise), whether orally or in writing, or by any other means or medium.

16. The verb “relate” and its variants encompass the terms “refer,” “reflect,” and “concern,” and shall be construed to bring within the scope of the Interrogatory all documents

that comprise, evidence, constitute, describe, explicitly or implicitly refer to, were reviewed in conjunction with, or were generated as a result of, the subject matter of the request, including but not limited to all documents that reflect, record, memorialize, discuss, evaluate, consider, review, report, support, demonstrate, show, study, describe, analyze, embody, mention, contradict, or result from the matter specified, or otherwise evidence, the existence of the subject matter of the request.

17. The connectives “and” and “or” shall be construed disjunctively or conjunctively as necessary to bring within the scope of the Interrogatory all information that might be otherwise be construed to be outside the scope of the request.

18. The terms “all,” “any,” “each” and “every” shall be construed as both “each” and “every” to bring within the scope of the Interrogatory all information that might be otherwise be construed to be outside the scope of the request.

Instructions

1. You are instructed to designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on Your behalf about information known or reasonably available to You.

SUBJECT AREAS FOR DEPOSITION

1. The Fannie Mae Loans.
2. Your communications with Sperry Van Ness/William T. Strange Associates, Inc. (“SVN”) relating to the Apartments, the Agreements, the Apartment LLC Sales, Fannie Mae or the Fannie Mae Loans.
3. Your retention of SVN related to the Apartments.

4. Any compensation SVN received as a result of the Apartment LLC Sales or Agreements.
5. Any notice(s) of default or notice(s) of deficiency You received from Fannie Mae prior to October 29, 2009.
6. Any notice(s) of default or notice(s) of deficiency You contend Plaintiffs were aware of prior to October 29, 2009.
7. Your use and/or disposition of any cash you received from Plaintiffs.
8. Any and all authorizations You contend You had to execute the Forbearance Agreements.
9. The bases for the Representations and Warranties You made in the Agreements.
10. The accuracy of the Representations and Warranties You made in the Agreements.
11. The extent to which full disclosure was made by You in Representations and Warranties contained in the Agreements.
12. The Forbearance Agreements.
13. Your interaction and communications with Fannie Mae relating to the Fannie Mae Loans.
14. The Servicers' interaction with You or any one or more of Your co-defendants relating to the Fannie Mae Loans.
15. The Petitions.
16. Your document retention policy.
17. Your efforts to search for, retrieve and produce documents or other information responsive to Plaintiffs' First and Second Set of Requests for Production.

Dated: May 24, 2010
Wilmington, Delaware

Respectfully Submitted,

Ballard Spahr LLP

By: /s/ Sean J. Bellew
Tobey M. Daluz, Esq. (No. 3939)
Sean J. Bellew, Esq. (No. 4072)
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Facsimile: (302) 252-4466

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I, Sean J. Bellew, Esquire, do hereby certify that, on May 24, 2010, I electronically filed the foregoing with the Clerk of Court using CM/ECF which will send notification of such filing to counsel of record. I also caused to be served on May 24, 2010, a copy of the foregoing to be served on the following counsel of record, as indicated:

Via Hand Delivery

Natalie D. Ramsey, Esquire
Montgomery, McCracken, Walker & Rhoads
1105 North Market Street, 15th Floor
Wilmington, DE 19801

Gary H. Kaplan, Esquire
Marshall, Dennehey, Warner, Coleman & Goggin
1220 N. Market Street, 5th Floor
Wilmington, DE 19801

Dated: May 24, 2010
Wilmington, Delaware

By: /s/ Sean J. Bellew
Sean J. Bellew, Esquire (No. 4072)