

# **EXHIBIT A**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
	)	
RC SOONER HOLDINGS, LLC, <u>et al.</u> , <sup>1</sup>	)	Case No. 10-10528 (BLS)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	<b>Objection Deadline: March 15, 2010 at 4:00 p.m.</b>
	)	<b>Hearing Date: March 18, 2010 at 10:30 a.m.</b>

**MOTION OF THE DEBTORS FOR AN ORDER AUTHORIZING  
PRODUCTION OF DOCUMENTS AND EXAMINATION  
OF A REPRESENTATIVE PURSUANT TO BANKRUPTCY RULE 2004**

RC Sooner Holdings, LLC (“RC Sooner” or the “Company”) and its affiliated debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”) file this Motion (the “Motion”) for an Order Authorizing Production of Documents and Examination of a Representative pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

**PRELIMINARY STATEMENT**

The Debtors have filed this Motion in order to obtain complete and accurate information with respect to their business operations for the purpose of preparing their required schedules and statement of financial affairs and enabling them to prepare and propose a successful plan of reorganization for the benefit of all of their stakeholders. As discussed in further detail below, the Company has operated its business for less than six months and has

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<sup>1</sup> 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.

reason to believe that much of the information vital to the operation of the business conveyed to the Purchasers (as defined below) in connection with the sale was inaccurate and that substantial business and financial records and other information relating to the operation of the business both before and after the sale remain in the hands of the sellers or third parties connected with the sellers.

As detailed below, the Debtors have initiated an adversary proceeding against certain third parties from whom discovery is also sought in connection with this Motion, seeking relief with respect to certain actions allegedly taken by such parties in connection with the sale and the operation of the business. However, by this Motion the Debtors are not seeking to obtain discovery relating to the allegations set forth in the adversary proceeding, but rather seek only reasonable discovery under Bankruptcy Rule 2004 to enable them to uncover complete and accurate information critical to the administration of their estates and the reorganization of their business. Without access to such information, the Debtors will be unable to complete their schedules and statements in a timely and accurate fashion, and the Debtors and their creditors will be deprived of the information necessary for the formulation of a feasible plan of reorganization.

### **JURISDICTION**

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The statutory predicate for relief is Rule 2004 of the Federal Rule of Bankruptcy Procedure.

### **BACKGROUND**

2. On or about February 22, 2010 (the "Petition Date"), each of the Debtors filed their respective voluntary petitions for relief under the Bankruptcy Code. The Debtors

thereafter have continued to manage their business and properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. On February 24, 2010, the Court entered an order directing joint administration of these cases. No trustee, examiner or committee has been appointed in these cases.

4. The Debtors own, operate and maintain a portfolio of 796 multi-family residential units divided among eight (8) separate apartment complexes (collectively, the "Apartments") for lease in Tulsa, Oklahoma. RC Sooner is the direct parent of eight (8) Oklahoma limited liability companies (collectively, the "RC LLCs"<sup>2</sup>), and together with RC Sooner, the "Purchasers") that were formed in October 2009 for the purpose of acquiring 100% of the membership interests of eight (8) existing Oklahoma limited liability companies that own the Apartments (collectively, the "Apartment LLCs"<sup>3</sup>). The purchase price of the acquisition included the assumption of approximately \$27 million in outstanding loans and mortgages (the "Loans and Mortgages") currently held by the Federal National Mortgage Association ("Fannie Mae").

5. During a transition period that lasted from the Closing Date to on or about December 31, 2009 (the "Transition Period"), the sellers remained in possession of, and

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<sup>2</sup> The RC LLCs consist of the following co-debtor subsidiaries of RC Sooner: 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. RC Sooner is also the direct parent of non-filing entity RC Old South Owner, LLC, whose real estate assets are not subject to loans held by the Federal National Mortgage Association.

<sup>3</sup> The Apartment LLCs consist of the following co-debtor indirect subsidiaries of RC Sooner: 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 and Southern Hills Villa Apartments, LLC. RC Sooner is also the ultimate parent of non-filing entity Old South Apartments, LLC, whose loan is not held by the Federal National Mortgage Association.

continued to operate, the Apartment LLCs on behalf of the Company for the purpose of facilitating the transition of the business to the Purchasers.

6. Unbeknownst to the Purchasers, however, the sellers of the Apartment LLCs and their brokers had engaged in a pattern of intentional misconduct and fraudulent misrepresentation from the very outset of negotiations for the sale of the Apartments and the Apartment LLCs, which misrepresentations included the failure to inform the Purchasers that the Loans and Mortgages had been in default since approximately September 2, 2009, and remained in default as of the closing on or about October 29, 2009 (the "Closing Date").

7. Moreover, on information and belief, the information, books, and records received at the close of the sale of the Apartment LLCs may not have been complete or wholly accurate.

8. The Debtors are currently in the process of preparing their schedules and statements and need accurate and complete information regarding the activities and business operation of the Apartment LLCs. Furthermore, the Debtors need this information on an expedited basis.<sup>4</sup>

9. Because the sellers continued to exercise significant control over the business and the Apartments during the Transition Period, substantial information concerning the Debtors' finances and business operations remains in the possession of the sellers and other third parties. Moreover, due to the significant disputes that arose during the Transition Period between the Company and the sellers with respect to both the sale and the continued operation of

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<sup>4</sup> Pursuant to Bankruptcy Rule 1007(c) the Debtors schedules and statements are due on March 8, 2010. The Debtors have filed a motion to extend the deadline to file their schedules and statements by thirty (30) days, to April 7, 2010.

the business, the Debtors believe that the sellers may be in possession of substantial additional information relevant to the Debtors' operations and financial condition.

10. Specifically, the Debtors are uncertain as to whether there are additional creditors of, or pending litigation against, the Apartment LLCs. There may also be obligations between the Apartment LLCs and the sellers or their affiliates that haven't been identified. The foregoing is only a sampling of the range of information whose completeness and accuracy is required not only for the preparation of the Debtors' schedules and statements, but also for the formulation of a feasible plan of reorganization.

11. In order to obtain complete and accurate information regarding their finances and operations, on March 2, 2010, Debtors' counsel sent a letter to Michael T. Keester ("Keester"), counsel for 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, and Mona Remy Berke (collectively, the "RemyCo Entities"), requesting the production of documents and the production of a representative familiar with the documents produced and the subject matter therein (the "Informal 2004 Request"). The Debtors requested that the RemyCo Entities produce the requested documentation by March 5, 2010. A true and correct copy of the Informal 2004 Request is attached hereto as Exhibit A.

12. By letter dated March 4, 2010 (the "Opposition Letter"), Keester rejected the Debtors' Informal 2004 Request. A true and correct copy of the Opposition Letter is attached hereto as Exhibit B.

13. As of the date of this Motion, no responsive documents have been received by the Debtors.

### **RELIEF REQUESTED**

14. The Debtors submit this Motion for an order pursuant to Bankruptcy Rule 2004 directing the RemyCo Entities to produce the documents described on Exhibit A. In light of the Debtors' obligation, pursuant to Bankruptcy Rule 1007(b) and (c), to file their: a) schedules of assets and liabilities; b) schedule of current income and expenditures; c) schedule of executory contracts and unexpired leases; and d) a statement of financial affairs, the Debtors respectfully request an order requiring production within one week of its entry.

### **BASIS FOR RELIEF**

15. As a preliminary matter, the Debtors are entitled to relief under Bankruptcy Rule 2004 as a matter of statutory predicate and without the need to demonstrate cause. As reflected by the requests set forth on Exhibit A, the Debtors are seeking to investigate, among other things,

(a) The operation of the Apartment LLCs prior to the Closing Date and during the Transition Period,

(b) The Loans and Mortgages,

(c) Any claims, loans, and any disbursements made on the part of the Apartment LLCs, and

(d) Any financial records and tax records generated regarding the Apartment LLCs.<sup>5</sup>

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<sup>5</sup> A more detailed list of the Debtors' areas of inquiry can be found in Exhibit A.

16. The scope of the Debtors' requests fall squarely within the ambit of Bankruptcy Rule 2004 because they relate to (1) acts, conduct and property of the Debtors, (2) the liabilities and financial condition of the Debtors, and (3) matters that may affect the administration of the Debtors' estates.

17. This Court has noted that the scope of inquiry under Bankruptcy Rule 2004 is generally very broad and "is commonly recognized as more in the nature of a 'fishing expedition.'" *E.g., In re Washington Mutual, Inc.*, 408 B.R. 45, 49-50 (Bankr. D.Del. 2009) (the "scope of a Rule 2004 examination is unfettered and broad . . . . Legitimate goals of Rule 2004 examinations include discovering assets, examining transactions, and determining whether wrongdoing has occurred."); *see also In re Mezvinsky*, No. 00-10745DWS, 2000 Bankr. Lexis 1067, at \*21 (Bankr. E.D.Pa. September 7, 2000); *In re Valley Forge Plaza Associates*, 109 B.R. 669, 674 (Bankr. E.D.Pa. 1990) (the "scope of a R2004 examination is even broader than that of discovery permitted under the F.R.Civ.P., which themselves contemplate broad, easy access to discovery.")

18. As indicated by the Opposition Letter, the Debtors' Informal 2004 Request is opposed in part due to the mere existence of a pending adversary proceeding filed by the Debtors on February 24, 2010 (Adversary Proceeding No. 10-50723) asserting breach of contract, fraud, and RICO claims against the sellers and several affiliated and related companies and individuals. However, while the RemyCo Entities are defendants in the adversary proceeding as well as subjects of this Motion, the purpose and extent of the discovery sought by this Motion is unrelated to the allegations set forth in the adversary proceeding; here, the Debtors seek only complete and accurate information with respect to the financial condition and operations of the business consistent with the purposes of Rule 2004 and the Debtors' reporting requirements under the Bankruptcy Code.



19. Although recognizing that Rule 2004 may not be used for the discovery of evidence *related* to a pending adversary proceeding, this Court has held that “unrelated discovery should not be subject to [more restrictive provisions of the Bankruptcy Rules] simply because there is an adversary proceeding pending.” *Washington Mutual*, 408 B.R. at 51. The *Washington Mutual* court went on to observe that “[a]ggressive application of the ‘pending proceeding’ rule may prevent legitimate Rule 2004 examinations on matters wholly unrelated to the pending proceeding . . . .” *Id.*

20. The *Washington Mutual* court further noted that the “relevant inquiry is whether the Rule 2004 examination will lead to discovery of evidence related to the pending proceeding or whether the requested examination seeks to discover evidence unrelated to the pending proceeding.” *Id.*

21. Here, the Debtors only seek documentation (and an examination) *unrelated* to their breach of contract, fraud, and RICO claims in the pending adversary proceeding. By this Motion, the Debtors seek to obtain information directly related to the preparation of their schedules and statements, and limited to the information specifically authorized under Bankruptcy Rule 2004 – namely documentation related to the “acts, conduct, or property or to the liabilities and financial condition of the [Debtors] . . . .” FED. R. BANKR. P. 2004(b). The Debtors further submit that Rule 2004 discovery is particularly appropriate in this circumstance, where substantial financial and operational information is in the hands of third parties due to the sellers’ co-extensive control over the business and the Apartments during the Transition Period.

22. As stated previously, by this Motion the Debtors do not seek 2004 discovery for the purposes of obtaining unfair advantage in the adversary proceeding, but rather are seeking only information necessary for the completeness and accuracy of their reporting

requirements under the Bankruptcy Code and for the enhancement of their ability to formulate a successful plan of reorganization. Moreover, although they do not seek discovery with respect to the allegations set forth in the adversary proceeding, the Debtors respectfully submit that the disputed facts and circumstances surrounding the acquisition of the Apartments and the operation of the business following the acquisition make imperative the need to establish certainty with respect to the accuracy of the Debtors' financial and operational information by way of Rule 2004 discovery and examination of all parties with relevant information.

23. With respect to the foregoing, the information sought by this Motion is only preliminary and the Debtors reserve the right to seek further discovery as necessary.

**CONCLUSION**

**WHEREFORE**, the Debtors respectfully request that the Court (a) enter the attached order authorizing the production of documents and examination of a representative by the Debtors pursuant to Rule 2004; and (b) grant such other and further relief as the Court deems just and proper.

Dated: March 8, 2010  
Wilmington, Delaware

Respectfully Submitted,

BALLARD SPAHR LLP

By: /s/ Christopher S. Chow  
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- and -

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Proposed Counsel for the Debtors and Debtors in  
Possession

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<sup>6</sup> Admitted *pro hac vice*.

# **EXHIBIT A**

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March 2, 2010

*Via E-mail*

Michael T. Keester, Esq  
Hall Estill  
320 S. Boston Ave, Suite 200  
Tulsa, OK 74103

Re: In re: RC Sooner Holdings, LLC - Case No. 10-10528 (Bankr. D. Del)

Dear Mr. Keester:

This firm represents RC Sooner Holdings, LLC ("RC Sooner"), its affiliated debtors and debtors in possession<sup>1</sup> (collectively with RC Sooner, the "Debtors") in the above-referenced bankruptcy proceeding. By this letter, the Debtors request that 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, and Mona Remy Berke (collectively, the "Parties") provide the Debtors with the documents identified on Exhibit A and cooperate in arranging an examination of a representative relating to the documents so produced.

As you are aware, certain individual Parties sold 100% of their membership interests in the Apartment LLCs<sup>2</sup> to the RC LLCs<sup>3</sup> on October 29, 2009 pursuant to separate limited liability

<sup>1</sup> The Debtors are: RC Sooner Holdings, LLC; 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; RC Southern Hills Owner, LLC; 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; and Southern Hills Villa Apartments, LLC.

<sup>2</sup> The Apartment LLCs consist of the following co-debtor indirect subsidiaries of RC Sooner: 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 (which is not a debtor or debtor in possession).

<sup>3</sup> The RC LLCs consist of the following co-debtor subsidiaries of RC Sooner: 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  
(continued...)

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Michael T. Keester, Esq  
March 2, 2010  
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purchase agreements (collectively, the "Agreements"). The Debtors have reason to believe that the information, books, and records they received at the close of the sale may not be complete or wholly accurate. The Debtors need accurate information regarding the Apartment LLCs to prepare their schedules and statement of financial affairs.

As such, and in accordance with Rule 2004 of the Federal Rules of Bankruptcy Procedure and Rule 2004-1 of the Local Rules for the United States Bankruptcy Court for the District of Delaware, the Debtors request that on or before Friday, March 5, 2010, each of the Parties provide the Debtors with the documents identified on Exhibit A attached hereto, all of which relate "to the acts, conduct, or property or to the liabilities and financial condition of the debtor" and/or "to any matter which may affect the administration of the debtor's estate" as required by Rule 2004. If we do not receive the documents by such date, we will have no alternative than to seek a Court order compelling the document production.

In addition, the Debtors request that the Parties produce for examination one or more representatives that are familiar with the documents produced and the subject matter therein, available to testify individually and authorized to testify on behalf of the business entities. A mutually agreeable time for such examination(s) can be discussed to allow the Debtors time to review the produced documents.

Please contact me if you should have any questions.

Sincerely,



Christopher S. Chow

SJB/jz  
Enclosures

cc: Tobey M. Daluz  
Sean J. Bellew

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(...continued)

RC Southern Hills Owner, LLC, Southern Hills Villa Apartments, LLC, and RC Old South Owner, LLC (which is not a debtor or debtor in possession).

**EXHIBIT A**

## DEFINITIONS

As used herein, the meanings ascribed to the following terms are to be interpreted in accordance with these definitions:

A. The term "Affiliate" shall mean and refer to any entity or individual that directly or indirectly owns, controls, or holds with power to vote, 20% or more of the outstanding voting securities of any of the Parties (as defined below) or any entity or individual whose business and substantially all of its property is operated by any of the Parties.

B. The term "Agreements" shall mean and refer to the nine limited liability purchase agreements entered into on or about October 29, 2009 by the Parties (as defined below) and each of the RC LLCs (as defined below) whereby 100% of the membership interests of the Apartment LLCs (as defined below) was sold and transferred to the RC LLCs.

C. The terms "and" and "or" shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of this request any information that might otherwise be construed to be outside its scope.

D. 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 (as defined below).

E. The term "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.



F. The term "Apartment LLC Sales" shall mean and refer to the sale and transfer by the Parties to the RC LLCs (as defined below) of 100% of the membership interests of the Apartment LLCs.

G. The term "communication" shall mean any oral or written statement or exchange of words, thoughts or ideas, conveyed or made by one person or entity to another person or entity in person, by telephone, letter, telex or by another process, electric, electronic or otherwise, or any documents delivered by one person or entity to another person or entity.

H. The term "Closing Date" shall mean October 29, 2009.

I. The term "Debtors" shall mean and refer to RC Sooner Holdings, LLC; 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; RC Southern Hills Owner, LLC; 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; and Southern Hills Villa Apartments, LLC.

J. The term "documents" shall have the full meaning stated in Fed. R. Civ. P. 34(a), including, but not limited to the original and any non-conforming copies of any and all writings, drawings, graphs, charts, photographs, phone records, computer records, other data compilations from which information can be obtained or translated, and visual or otherwise recorded matter of any kind or nature, however produced or reproduced, including non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise, including preliminary, intermediate or final drafts, writings, drawings, or recordings of every kind and description, whether inscribed by hand or by mechanical, electronic,

microfilm, photographic or other means, as well as audio or visual reproduction of all statements, conversations or events, including but not limited to: agreements, appointment books or diaries, bids, calendars, checks, contracts, correspondence, statements, telegrams, telexes, receipts, accounting records, including ledgers, vouchers, and books of account, computer records, drawings and charts, including additions and revisions, estimates, evaluations, financial statements and records, instructions, inter- and intra-office communications, invoices, logs or memoranda of any kind, minutes of all meetings, notes of all kinds, questionnaires and surveys, schedules, statistical records, reports, analyses or studies of any kind, tape recordings, including any form of recording of any telephone or other conversations, interviews, conferences, or meetings. A reference herein to any one or more of these types of documents shall be construed to include all other types of documents without limitation.

K. The term "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 except for Old South Apartments, LLC.

L. The term "Fannie Mae Loans" shall mean and refer to the loans and mortgages for the Apartments and Apartments LLCs held by Fannie Mae.

M. The term "Forbearance Agreements" shall mean and refer to the agreements entered into on or about November 19, 2009 between the Parties with Fannie Mae whereby the Parties acknowledged the default of the Fannie Mae Loans and agreed to obligate many of the Apartment LLCs to pay forbearance payments.

N. The term "identify" shall mean:

- (1) When used in reference to a natural person, to state (i) his or her full name, (ii) present or last known home and business addresses, (iii) present or last known home and business telephone numbers, and (iv) present or last known employer and job title.

(2) When used in reference to a document, to state (i) the name or title of the document, (ii) its date, (iii) its author(s), (iv) its recipient(s) or the person(s) for whom it was prepared, (v) the type of document (e.g., letter, agreement, plan, memorandum, chart, email, etc.), (vi) its present location or custodian, (vii) a summary of its contents, including the specific provisions of such document that you relied on for any of your objections and contentions, and (viii) any other information necessary to render the document distinguishable from all others and subject to ready location. In lieu of identifying a document, a copy of the document may be supplied.

O. The term "Insider" shall mean and refer to a director, officer, general partner, trustee, beneficiary, person in control or member of any of the Parties, the relative of any of the Parties, a partnership in which any of the Parties is or was a general partner, or a corporation or other entity of which any of the Parties is or was a director, officer, general partner, trustee, beneficiary or person in control, or the managing agent of any of the Parties.

P. The term "Parties," "you," or "your" shall mean and refer to 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, and Mona Remy Berke individually and collectively 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.

Q. The term "person" shall mean any individual, corporation, proprietorship, partnership, trust, association, or other entity.

R. The terms "pertain to," "pertaining to," or "regarding" means relates to, refers to, contains, concerns, describes, embodies, mentions, constitutes, constituting, comprises,

comprising, supports, corroborates, demonstrates, proves, evidences, shows, refutes, disputes, rebuts, controverts or contradicts.

S. The term "Petition Date" shall mean February 22, 2010.

T. The term "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.

U. The term "RC Sooner" shall mean and refer to RC Sooner Holdings, LLC.

V. The terms "relate to," "relating to" or "relates to," shall mean consist of, referred to, reflect or be in any way logically or factually connected with the matter discussed.

W. Words and terms in the singular shall include the plural thereof, and all words of the masculine gender shall include the female gender thereof and vice versa.

### INSTRUCTIONS

1. With respect to each of the following requests, you shall identify and produce all documents which are known to you or which can be located or discovered by you through diligent effort on the part of you, your employees, investigators, representatives, agents, officers, directors, attorneys, or accountants, including but not limited to all documents which are in the business or personal files of your employees, in the possession of your representatives, attorneys, or accountants, or accessible to you, your employees, or your representatives, attorneys, or accountants.

2. In producing documents requested herein, the documents shall be produced in their entirety, without abbreviation, abridgement or expurgation of any sort, and without any retractions.
3. All documents shall be produced as they are kept in the usual course of business and/or shall be organized and labeled to correspond with the numbered paragraphs of these Requests.
4. If you cannot respond to a request after conducting a reasonable investigation, you should state that and facilitate the request to the extent you can, stating what information you do have, what information you cannot provide, and what efforts you made to obtain the unknown information.
5. With regard to any request which pertains to documents not within your possession, custody or control, identify and describe such documents with particularity and explain the nature of their inaccessibility and their current location and/or custodian.
6. With regard to any request which seeks the production of a document which has been destroyed, your response should state the date of destruction, the reason for the destruction, the identity of the person that destroyed the document, and the identity of the person who directed the document to be destroyed.
7. If any of the following requests involve information or documents which you contend are confidential, secret, or proprietary, you must advise the undersigned counsel of the confidential nature of such information and request a stipulation as to the entry of an appropriate protective order to preserve such confidentiality (without prejudice to any party's right to challenge such assertion at a later time).

8. In the event that you object to any of the following requests on the basis of privilege, the following information must be provided regarding each such objection: (a) the nature of the objection; (b) a brief statement of the facts constituting the basis for your objection; and (c) a brief description of any document withheld including (i) the date on which it originated or occurred; (ii) the identity of its author, preparer, or participants, (iii) the identity of each recipient, (iv) a general description of its subject matter, and (v) the identity of all persons having personal knowledge of its contents; and (d) the request to which the document responds.

9. Unless otherwise provided in the specific request, all requests for documents, records, and/or communications refer to documents, records, and/or communications from January 1, 2008 to the present.

10. Each of these requests shall be deemed a continuing request so as to require further and supplemental production by you of documents which originate or fall within the scope of the requests at any time prior to the conclusion of this case. If at a later date, you obtain any information or documents responsive to these requests that are different from or in addition to documents previously produced, you shall provide supplemental responses and supplement your production to address such additional information as though expressly requested by a separate discovery request. You are also under a continuing duty to correct any response you know or later learn is incorrect.

### **DOCUMENTS REQUESTED**

#### **REQUEST NO. 1:**

Identify and produce any and all documents pertaining to and related to the operation of the Apartment LLCs, including, but not limited to, all books and records, financial statements and accounting records of each of the Apartment LLCs.

**REQUEST NO. 2:**

Identify and produce any and all documents, records and communications with any financial institution (including, without limitation, Bank of the West), any depository bank, credit union or lender of any Party or the Apartment LLCs, including, but not limited to, any and all bank statements (personal or business), and without regard to whether such bank accounts are currently open or closed.

**REQUEST NO. 3:**

Identify and produce any and all documents and records pertaining to and related to the Fannie Mae Loans, including, but not limited to, any documents and records pertaining to the default of these loans on the part of the Parties, as well as the Forbearance Agreements.

**REQUEST NO. 4:**

Identify and produce any and all tax returns prepared and/or filed on behalf of the Apartment LLCs.

**REQUEST NO. 5:**

Identify any claims (liquidated or unliquidated) or causes of action you have or may have against any of the Debtors, including, but not limited to, any claims arising from the Apartment LLC Sales and the Agreements.

**REQUEST NO. 6:**

Identify and produce any and all documents and records that evidence a loan or mortgage in favor of any of the Parties from or relating to the Apartment LLCs.

**REQUEST NO. 7:**

Identify and produce any and all employment agreements or management agreements related to the Apartment LLCs, including but not limited to employment or management agreement between the Apartment LLCs and any of the Parties.

**REQUEST NO. 8:**

Identify and produce any and all documents that relate to any and all payments, transfers, disbursements or gifts made by, or on behalf of, the Apartment LLCs during the four (4) years preceding the Petition Date, whether or not such transfer was to a creditor, an Affiliate, or an Insider.

**REQUEST NO. 9:**

Identify and produce any and all documents you executed on behalf of any of the Debtors or in the name of any of the Debtors on or after the Closing Date.

**REQUEST NO. 10:**

Identify any and all litigation or pending litigation, including arbitration and administrative proceedings, that the Apartment LLCs were a party to in the year preceding the Petition Date.

**REQUEST NO. 11:**

Identify and produce any and all documents relating to property of the Apartment LLCs that was attached garnished or seized under any legal or equitable process within the year preceding the Petition Date.

**REQUEST NO. 12:**

Identify and produce any and all documents relating to property of the Apartment LLCs that was repossessed by a creditor, sold at foreclosure or transferred through a deed in lieu of foreclosure within the year preceding the Petition Date.

**REQUEST NO. 13:**

Identify and produce any and all documents relating to any assignment of the Apartment LLCs' property for the benefit of creditors made within 120 days preceding the Petition Date.



**REQUEST NO. 14**

Identify and produce any and all documents relating to any property of the Debtors which has been in the hands of a custodian, receiver or court-appointed official within one year preceding the Petition Date.

**REQUEST NO. 15:**

Identify and produce any and all documents relating to and losses from fire theft or other casualty by the Apartment LLCs within the year preceding the Petition Date.

**REQUEST NO. 16:**

Identify and produce any and all documents relating to payments made or property transferred by or on behalf of the Apartment LLCs to any person, including attorneys, for consultation concerning debt consultation or bankruptcy relief in the year preceding the Petition Date.

**REQUEST NO. 17:**

Identify and produce any and all documents relating to a safe deposit box or other depository in which any of the Apartment LLCs had property in the year preceding the Petition Date.

**REQUEST NO. 18:**

Identify and produce any and all documents relating to any setoffs made by any creditor, including a bank, against a debt or deposit of any of the Debtors within the ninety (90) days preceding the Petition Date.

**REQUEST NO. 19:**

Identify and produce any and all documents relating to or reflecting the prior address of any of the Apartment LLCs in the three (3) years preceding the Petition Date.

**REQUEST NO. 20:**

Identify and produce any and all documents relating to any actual, potential or threatened environmental liability or hazardous substance relating to the Apartments or the Apartment LLCs.

**REQUEST NO. 21:**

Identify and produce any and all documents relating to any business in which any of the Apartment LLCs was a partner or owned five percent (5%) or more of the voting or equity securities within the six (6) years preceding the Petition Date.

**REQUEST NO. 22:**

Identify and produce any and all documents relating to or identifying all bookkeepers and accountants who kept or supervised the keeping of books and records of the Apartment LLCs within two (2) years preceding the Petition Date.

**REQUEST NO. 23:**

Identify and produce any and all documents relating to or identifying all firms or individuals who audited the books and records or prepared a financial statement on behalf of the Apartment LLCs in the two (2) years preceding the Petition Date.

**REQUEST NO. 24:**

Identify and produce any and all inventories taken of the Apartment LLCs' property.

**REQUEST NO. 25:**

Identify and produce any and all documents relating to or identifying all member withdrawals (including the managing member) within the year preceding the Petition Date.

**REQUEST NO. 26:**

Identify and produce any and all documents relating to or identifying the name and federal taxpayer identification number of the parent of any consolidated group for tax purposes to which the Apartment LLCs have belonged in the six (6) years preceding the Petition Date.

**REQUEST NO. 27:**

Identify and produce any and all appraisals, assessments or other valuation documents relating to one or more of the Apartments.

**REQUEST NO. 28:**

Identify and produce any and all documents, including, without limitation, bank records and account statements, relating to security deposits held, either currently or in the past, on behalf of tenants in the Apartments.

Dated: March 2, 2010  
Wilmington, Delaware

# **EXHIBIT B**

March 4, 2010

**VIA E-MAIL**

Christopher S. Chow  
Sean J. Bellew  
Ballard Spahr LLP  
919 North Marker Street, 12th Floor  
Wilmington, DE 19801-3034

Re: *In re: RC Sooner Holdings, LLC, et al.* (the "Debtors") – Case No. 10-10528  
(Bankr. D. Del.)

Gentlemen:

On March 1, 2010, Mr. Bellew sent me a copy of an Adversary Complaint that had been filed against the Remyco Entities<sup>1</sup> in the Delaware bankruptcy court on February 24, 2010 (the "Complaint"). Mr. Bellew inquired whether I would accept service of the Complaint on behalf of the Remyco Entities. Although I generally represent the Remyco Entities in various legal matters, they have not specifically engaged me to represent them or defend them with respect to the matters in the Complaint. Therefore, I am *not* authorized to accept service of the Complaint on behalf of the Remyco Entities and cannot do so pursuant to Mr. Bellew's request.

I am also in receipt of Mr. Chow's letter dated March 2, 2010. Therein, Mr. Chow requested that the Remyco Entities provide the Debtors with certain documents identified on Exhibit A of the letter on or before March 5, 2010, and cooperate in arranging an examination of a representative of the Remyco Entities relating to the documents requested. The letter cited Bankruptcy Rule 2004 in support of this request. The Remyco Entities have instructed me to advise you that they will not comply with the various requests in Mr. Chow's letter for at least three reasons.

First, none of the Remyco Entities are parties to the Debtors' bankruptcy proceeding. Therefore, the Debtors are required to comply with Bankruptcy Rule 2004(c) if they want the requested documents and examination from them. Rule 2004(c) requires compliance with Bankruptcy Rule 9016 and Federal Rule of Civil Procedure 45, which in turn requires the issuance of a subpoena. Because the Remyco Entities are located in Oklahoma and outside of

<sup>1</sup> The "Remyco Entities" include 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 Dated July 14, 1997, L. Leon Remy Revocable Trust Dated July 14, 1997, and Mona Remy Burke.

Christopher S. Chow  
Sean J. Bellew  
March 4, 2010  
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the subpoena power of the Delaware court, such subpoena must be issued by an Oklahoma bankruptcy court and properly served on the Remyco Entities in order to have any validity. For this reason Mr. Chow's threat that if the Debtors "do not receive the documents by such date, we will have no alternative than to seek a Court order compelling the document production" is ill-advised and given the foregoing, not enforceable if the Court were even willing to issue such an order.

Second, even if somehow the Remyco Entities were properly served with the request for documents and an examination as requested in Mr. Chow's letter, such request is grossly overly broad and unduly burdensome on its face. There is no federal court that would compel 15 parties to produce documents pursuant to 28 different document requests subject to 8 pages of separate instructions and definitions in 2 business days. This request is patently unreasonable in time and scope and would cause undue burden and expense. Please note that I did not receive Mr. Chow's letter until 5:35 p.m. on March 2<sup>nd</sup> and he demands all of these documents be produced by March 5. A subpoena or document request must allow a reasonably sufficient time to respond. This is precisely why a subpoena is required under the Bankruptcy Rules. The Remyco Entities have the right, when properly served with a legal subpoena or request, to have a reasonable time to review it and to object to it and/or seek to quash it.

Finally, given the filing of the Complaint (and assuming it is properly served pursuant to Rule 7004), any request for documents and an examination of a corporate representative would be governed by Part VII of the Federal Rules of Bankruptcy Procedure as opposed to Rule 2004. No such request for production of documents or notice of deposition to my knowledge has been served on the Remyco Entities, nor has the Complaint.

Please let me know if you have any questions related to this letter or if I can do anything further.

Very truly yours,

/s/ Michael T. Keester

Michael T. Keester

MTK

cc: Mr. Steven W. Soulé, Esq.  
Mr. John T. Richer, Esq.