

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

In re:)	Chapter 11
)	
RC SOONER HOLDINGS, LLC, <u>et al.</u> , ¹)	Case No. 10-10528 (BLS)
)	
Debtors.)	(Jointly Administered)
)	
)	Related Docket No. ____

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

This matter coming before the Court on the Debtors' Motion for an Order Authorizing Production of Documents and an Examination Pursuant to Bankruptcy Rule 2004 (the "Motion"),² seeking entry of an order requiring the RemyCo Entities to produce the documents requested in Exhibit A attached to this Order, and to produce a representative familiar with the produced documentation and the subject matter therein; and the Court having reviewed the Motion; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A); and it appearing that venue of these chapter 11 cases and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Motion was sufficient under the circumstances; and it appearing that the

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.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

relief requested is in the best interests of the Debtors' estates, their creditors and other parties in interest; and upon the record herein, and after due deliberation; and sufficient cause appearing therefore; the Court finds good cause exists for entry of the following order.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.

2. On or before one week after the entry of this order, on _____,

2010, the Parties must produce the documentation requested in Exhibit A of this Order.

3. The Parties must produce for examination a representative familiar with the produced documentation and the subject matter therein. A reasonable time for such examination will be determined by the Debtors and the Parties.

4. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

Dated: _____

UNITED STATES BANKRUPTCY JUDGE

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 units 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