

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re ENERGY XXI Ltd, <i>et al.</i> , ¹ Debtors.)))))))	Case No. 16-31928 Chapter 11 (Jointly Administered)
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**JOINDER OF DELAWARE TRUST COMPANY AND THE AD HOC
GROUP OF EPL NOTEHOLDERS TO THE EMERGENCY MOTION OF
THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO
COMPEL THE PRODUCTION OF DOCUMENTS BY THE DEBTORS**

(Relates to Docket No. 1398 and 1399)

Delaware Trust Company (as successor to U.S. Bank National Association), the indenture trustee (“**Indenture Trustee**”) for the 8.25% Senior Notes due 2018 (the “**EPL Notes**”) issued by EPL Oil & Gas, Inc. (“**EPL**”) pursuant to that certain Indenture, dated as of February 14, 2011, and the ad hoc group of holders of the EPL Notes² (the “**EPL Noteholders**”), by and through their undersigned counsel, submit this Joinder (the “**Joinder**”) to the *Emergency Motion of the Official Committee of Unsecured Creditors to Compel the Production of*

¹ The Debtors in these chapter 11 cases and the last four digits of their respective federal tax identification numbers are: Anglo-Suisse Offshore Pipeline Partners, LLC (9562), Delaware EPL of Texas, LLC (9562), Energy Partners Ltd., LLC (9562), Energy XXI GOM, LLC (0027), Energy XXI Gulf Coast, Inc. (8595), Energy XXI Holdings, Inc. (1638), Energy XXI, Inc. (2108), Energy XXI Leasehold, LLC (8121), Energy XXI Ltd (9286), Energy XXI Natural Gas Holdings, Inc. (7517), Energy XXI Offshore Services, Inc. (4711), Energy XXI Onshore, LLC (0308), Energy XXI Pipeline, LLC (5863), Energy XXI Pipeline II, LLC (8238), Energy XXI Services, LLC (3999), Energy XXI Texas Onshore, LLC (0294), Energy XXI USA, Inc. (8552), EPL of Louisiana, L.L.C. (9562), EPL Oil & Gas, Inc. (9562), EPL Pioneer Houston, Inc. (9749), EPL Pipeline, L.L.C. (1048), M21K, LLC (3978), MS Onshore, LLC (8573), Natural Gas Acquisition Company I, LLC (0956), Nighthawk, L.L.C. (9562), and Soileau Catering, LLC (2767). The location of the Debtors’ U.S. corporate headquarters and the Debtors’ service address is: 1021 Main Street, Suite 2626, Houston, Texas 77002.

² The EPL Noteholders are listed in the *Fifth Supplemental Verified Statement Pursuant to Bankruptcy Rule 2019*, filed on September 23, 2016 [ECF No. 1400].

Documents by the Debtors [Docket Nos. 1398 and 1399] (the “**Motion to Compel**”).³ In support of this Joinder the Indenture Trustee and the EPL Noteholders respectfully represent as follows:

1. The Indenture Trustee and the EPL Noteholders share the concerns expressed in the Motion to Compel, and hereby join and incorporate by reference all points and arguments made in the Motion to Compel. The Debtors have filed a new plan. In their Supplemental Disclosure Statement, they tout the negotiations that supposedly led to the new plan. Discovery is warranted on the terms of the new plan and the attendant negotiations. To that end, the Indenture Trustee and the EPL Noteholders have today served their own short set of document requests directed to the changes in the plan and the discussions that led to them. *See Exhibit A.* They have also asked for dates for depositions of (among others) Messrs. Schiller and Busmire regarding these developments. *See Exhibit B.* The Indenture Trustee and the EPL Noteholders are hopeful that the Debtors will promptly produce the requested materials and make the requested witnesses available for deposition, but any further delay may require that the objecting parties seek additional relief from the Court.

2. The Indenture Trustee and the EPL Noteholders do not, by filing this Joinder, admit any fact or waive any right, claim, objection, or defense, argument, or issue, all of which are expressly reserved. The Indenture Trustee and the EPL Noteholders expressly reserve all rights to be heard before the Court with regard to the Motion to Compel, confirmation of the Plan, or any other issue in these chapter 11 cases, and to supplement, modify, and amend this Joinder, to seek discovery, and to raise additional objections in writing or orally prior to or at the hearing on the Motion to Compel.

³ Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Motion to Compel.

3. For the reasons stated herein and in the Motion to Compel, the Indenture Trustee and the EPL Noteholders respectfully request that this Court grant the (a) Motion to Compel and enter the proposed order attached as Exhibit 1 to the Motion to Compel and (b) grant such other relief as the Court deems just and proper.

September 26, 2016

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*Counsel to Delaware Trust Company, as Indenture
Trustee, and the Ad Hoc Group of EPL Noteholders*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re)	Case No. 16-31928
ENERGY XXI Ltd, <i>et al.</i> , ¹)	Chapter 11
Debtors.)	(Jointly Administered)

**SECOND REQUEST FOR PRODUCTION OF DOCUMENTS
IN CONNECTION WITH PLAN CONFIRMATION**

Pursuant to Federal Rules of Civil Procedure 26 and 34, made applicable to this matter by Federal Rules of Bankruptcy Procedure 7026 and 7034, Delaware Trust Company, as indenture trustee (“Delaware Trust”), and the ad hoc group of certain holders and investment advisors and/or managers for holders of the 8.25% Senior Notes due 2018, issued by EPL Oil & Gas, Inc., pursuant to that certain Indenture, dated as of February 14, 2011, by and among EPL, certain of EPL’s subsidiaries, as guarantors, and Delaware Trust, as successor trustee to U.S. Bank National Association, as trustee (the “Ad Hoc Group of EPL Noteholders”), by and through their undersigned counsel, serve the following Request for Production of Documents (the “Document Requests”). Delaware Trust and the Ad Hoc Group of EPL Noteholders hereby demand that the Debtors provide responses and produce documents in response to these requests by delivering all

¹ The Debtors in these chapter 11 cases and the last four digits of their respective federal tax identification numbers are: Anglo-Suisse Offshore Pipeline Partners, LLC (9562), Delaware EPL of Texas, LLC (9562), Energy Partners Ltd., LLC (9562), Energy XXI GOM, LLC (0027), Energy XXI Gulf Coast, Inc. (8595), Energy XXI Holdings, Inc. (1638), Energy XXI, Inc. (2108), Energy XXI Leasehold, LLC (8121), Energy XXI Ltd (9286), Energy XXI Natural Gas Holdings, Inc. (7517), Energy XXI Offshore Services, Inc. (4711), Energy XXI Onshore, LLC (0308), Energy XXI Pipeline, LLC (5863), Energy XXI Pipeline II, LLC (8238), Energy XXI Services, LLC (3999), Energy XXI Texas Onshore, LLC (0294), Energy XXI USA, Inc. (8552), EPL of Louisiana, L.L.C. (9562), EPL Oil & Gas, Inc. (9562), EPL Pioneer Houston, Inc. (9749), EPL Pipeline, L.L.C. (1048), M21K, LLC (3978), MS Onshore, LLC (8573), Natural Gas Acquisition Company I, LLC (0956), Nighthawk, L.L.C. (9562), and Soileau Catering, LLC (2767). The location of the Debtors’ U.S. corporate headquarters and the Debtors’ service address is: 1021 Main Street, Suite 2626, Houston, Texas 77002.

such responsive documents to the office of Wilmer Cutler Pickering Hale and Dorr LLP, 60 State Street, Boston, Massachusetts 02109, or to a mutually agreeable alternative location, on a rolling basis, completing no later than October 3, 2016 at 9:30 a.m. C.S.T.

DEFINITIONS

The following terms shall have the following meanings as used in these Document Requests, whether or not the terms are capitalized when so used. All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Amended Disclosure Statement.

1. “All,” “each,” and “any” shall be construed to mean all, each, every, and any.
2. “Amended Plan” shall mean the Debtors’ First Amended Proposed Joint Chapter 11 Plan of Reorganization filed September 14, 2016 [Doc. No. 1307].
3. “And” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.
4. “Bankruptcy Cases” means the Debtors’ jointly administered chapter 11 cases, captioned *In re Energy XXI, Ltd, et al*, Case No. 16-31928, pending in the United States Bankruptcy Court for the Southern District of Texas.
5. “Bankruptcy Code” means Title 11 of the United States Code entitled “Bankruptcy,” as now and hereafter in effect, or any successor statute.
6. “Concerning,” “relating to,” and “reflecting” mean having any relationship or connection to, concerning, relating to, related to, being connected to, referring to, pertaining to, regarding, mentioning, reflecting, evidencing, involving, identifying, analyzing, compromising, describing, depicting, discussing, memorializing, commenting on, embodying, responding to,

supporting, contradicting, corroborating, demonstrating, proving, showing, refuting, disputing, rebutting, embodying, constituting (in whole or part), or otherwise establishing a reasonable, logical, or causal connection, as the context makes appropriate.

7. “Debtors” means all or each of the debtors in the Bankruptcy Cases, including Anglo-Suisse Offshore Pipeline Partners, LLC (9562), Delaware EPL of Texas, LLC (9562), Energy Partners Ltd., LLC (9562), Energy XXI GOM, LLC (0027), Energy XXI Gulf Coast, Inc. (8595), Energy XXI Holdings, Inc. (1638), Energy XXI, Inc. (2108), Energy XXI Leasehold, LLC (8121), Energy XXI Ltd (9286), Energy XXI Natural Gas Holdings, Inc. (7517), Energy XXI Offshore Services, Inc. (4711), Energy XXI Onshore, LLC (0308), Energy XXI Pipeline, LLC (5863), Energy XXI Pipeline II, LLC (8238), Energy XXI Services, LLC (3999), Energy XXI Texas Onshore, LLC (0294), Energy XXI USA, Inc. (8552), EPL of Louisiana, L.L.C. (9562), EPL Oil & Gas, Inc. (9562), EPL Pioneer Houston, Inc. (9749), EPL Pipeline, L.L.C. (1048), M21K, LLC (3978), MS Onshore, LLC (8573), Natural Gas Acquisition Company I, LLC (0956), Nighthawk, L.L.C. (9562), and Soileau Catering, LLC (2767), and any advisors, agents, attorneys, accountants, consultants, officers, Directors, employees, experts, investment bankers, representatives, and other persons acting, or who have acted, on behalf of the foregoing entities or individuals referenced in this definition, including PJT and Opportune.

8. “Disclosure Statement” means the Third Amended Disclosure Statement for the Debtors’ Joint Chapter 11 Plan of Reorganization, filed July 18, 2016 [Doc No. 809].

9. “Disclosure Statement Supplement” shall mean the Supplement to the Third Amended Disclosure Statement Setting Forth Modifications to the Debtors’ Proposed Joint Chapter 11 Plan of Reorganization [Doc. No. 1410, Exhibit A].

10. “Document” (or “document”) is defined to be synonymous in meaning and equal

in scope to the usage of this term in Federal Rule of Civil Procedure 34(a), made applicable to this proceeding by Rule 7034 of the Federal Rules of Bankruptcy Procedure, including but not limited to, any kind of written, audio, or graphic matter, however produced or reproduced, whether or not sent or received, including, but not limited to, any kind of written, audio, or graphic matter, however produced or reproduced, whether or not sent or received, including, but not limited to:

- a. Writings, correspondence, memoranda, notes, calendar or diary entries, statistics, letters, electronic mail, text messages, notebooks, telegrams, journals, minutes, agendas, notices, announcements, instructions, charts, schedules, requests, contracts, physical evidence, prospective contracts, agreements, prospective agreements, licenses, prospective licenses, order forms, books, accounts, records, reports, studies, surveys, experiments, analyses, checks, cancelled checks, wire confirmations, statements, receipts, returns, vouchers, statements, credit memoranda, sales slips, promissory notes, summaries, pamphlets, prospectuses, manuals, brochures, announcements, certificates, drawings, plans, photographs, pro formas, analyses, spreadsheets, presentations, inter-office and intraoffice communications, and offers;
- b. notations in any form made of conversations, telephone calls, meetings, negotiations or other communications;
- c. bulletins, circulars, schedules, lists, guides, printed matter (including newspapers, magazines, and other publications, articles and clippings therefrom), press releases, computer printouts, teletypes, telecopies, telexes, invoices, ledgers, balance sheets, financial statements or worksheets;
- d. electronic, mechanical, or optical records or representations of any kind (including tapes, cassettes, discs, hard drives, recordings, voice mail, electronic mail, computer-stored data or material), or transcriptions thereof; and
- e. all drafts, alterations, modifications, changes and amendments of any of the foregoing and any material underlying, supporting or used in the preparation of any of the foregoing.

A draft or non-identical copy is a separate document within the meaning of this term.

11. “EGC” means Energy XXI Gulf Coast, Inc., and its subsidiaries, advisors, agents, attorneys, accountants, consultants, employees, experts, investment bankers, representatives, and other persons acting, or who have acted, on behalf of the foregoing entities or individuals referenced in this definition.

12. “EGC Intercompany Note” means the Secured Second Lien Promissory Note dated as of March 12, 2015, from EPL to EGC, in the original principal amount of \$325.00 million.

13. “EPL” means EPL Oil & Gas, Inc., and its subsidiaries, advisors, agents, attorneys, accountants, consultants, employees, experts, investment bankers, representatives, and other persons acting, or who have acted, on behalf of the foregoing entities or individuals referenced in this definition.

14. “EPL Notes” means the 8.25% Senior Notes due 2018 issued by EPL pursuant to that certain Indenture, dated as of February 14, 2011, by and among EPL, certain of EPL’s subsidiaries, as guarantors, and Delaware Trust Company, as successor trustee to U.S. Bank National Association.

15. “Energy XXI” means Energy XXI Ltd. and its advisors, agents, attorneys, accountants, consultants, employees, experts, investment bankers, representatives, and other persons acting, or who have acted, on behalf of the foregoing entities or individuals referenced in this definition.

16. “Including” means “including but not limited to.”

17. “Lien” has the meaning set forth in Section 101(37) of the Bankruptcy Code.

18. “Non-Debtors” means any affiliates and/or subsidiaries of the Debtors who are non-Debtors, including any advisors, agents, attorneys, accountants, consultants, employees,

experts, investment bankers, representatives, and other persons acting, or who have acted, on behalf of the foregoing entities or individuals referenced in this definition.

19. “Person” means a natural person or any corporation, partnership, association, joint venture, firm, or other business enterprise or legal entity, and includes both the singular and the plural.

20. “Petition Date” means April 14, 2016.

21. “PJT” means PJT Partners LP.

22. “Plan of Reorganization” means the Debtors’ Proposed Joint Chapter 11 Plan of Reorganization attached as Exhibit A to the Disclosure Statement.

23. “You” or “your” means the Debtors and their advisors, affiliates, agents, attorneys, accountants, consultants, officers, Directors, employees, experts, investment bankers, representatives, and other persons acting, or who have acted, on behalf of the foregoing entities or individuals referenced in this definition, including PJT and Opportune.

INSTRUCTIONS

1. These Document Requests are continuing requests pursuant to Federal Rule of Civil Procedure 26(e). You shall supplement any production of documents made in response to any of the following Document Requests and produce promptly any and all responsive documents that are received, discovered, or created after any of your responses to these Document Requests, or that are otherwise within your possession, custody, or control (or within the possession, custody, or control of anyone acting on your behalf).

2. These Document Requests apply to all documents in your possession, custody, or control, and include documents, wherever located, within the possession, custody, or control of your advisors, affiliates, agents, attorneys, accountants, consultants, employees, experts,

investment bankers, representatives, subsidiaries, and other persons acting or who have acted on behalf of the foregoing entities or individuals referenced in this instruction.

3. Unless otherwise specified herein, the time covered by these Document Requests is from January 1, 2014 until the present.

4. All responsive documents and things in the Debtors' possession, custody, or control, without regard to the physical location of such documents, shall be produced. Documents that are in the possession of anyone acting on behalf of or controlled by the Debtors' (including any counsel or financial advisor to the Debtors) must be produced.

5. Documents must be produced in their entirety, without abbreviation or expurgation, including all drafts and non-identical copies of each document. Any copy of a document that varies in any way whatsoever from the original or from any other copy of the document, whether by reason of any handwritten mark or other notation or any omission, shall constitute a separate document and must be produced, whether or not the original is within your possession, custody, or control. A request for any document shall be deemed to include a request for all drafts thereof, and all revisions and modifications thereto, including any document comparisons (e.g., redlines, blacklines), in addition to the document itself.

6. If any portion of any document is responsive to any Document Request, the entire document must be produced. If you object to any part of any of the Document Requests, you shall produce all documents that are responsive to the portions of any of the Document Requests to which the objection does not apply.

7. If any documents are withheld from production on the alleged grounds of privilege or immunity (whether under common law, statute, or otherwise), you shall comply with Federal Rule of Civil Procedure 16(b)(5), and you shall identify each document withheld from

production in a written privilege log that provides:

- a. the name of each person who prepared and/or signed the document;
- b. the name of each person to whom the document was addressed;
- c. the name of each person, other than the addressee(s) identified in subparagraph (b) above, to whom such document or copy thereof was sent, or with whom such document was discussed, or who received any copy of the document;
- d. the date appearing on the document, or if no date appears, the date on which such document was prepared;
- e. the subject matter and general nature or description of the document, and its number of pages; and
- f. the basis for withholding the document.

8. If a document contains both privileged and non-privileged material, the non-privileged material must be disclosed to the fullest extent possible without thereby disclosing the privileged material. If a privilege is asserted with regard to part of the material contained in the document, the party claiming the privilege must clearly indicate the portions as to which the privilege is claimed. Those portions of the document subject to the claim of privilege may be redacted from the document, provided that the redaction is clearly visible. The instructions in the preceding paragraph are applicable to any redacted portion of the document, and the remainder of the document not subject to the claim of privilege must be produced. When a document has been redacted or altered in any fashion, identify as to each document the reason for the redaction or alteration, the date of the redaction or alteration, and the person performing the redaction or alteration.

9. In the event that any document called for by these Document Requests has been destroyed, discarded, or no longer in the Debtors' possession, custody or control for whatever reason, that document is to be identified in writing by stating:

- a. Any address or addressee.
- b. Any indicated or blind copies.
- c. The author of the document.
- d. The date of the document.
- e. The type of document, subject matter, number of pages, and attachments or appendices.
- f. The name of all persons to whom the document was distributed, shown or explained.
- g. The name of any person who currently has possession, custody or control of the document.
- h. When the document was most recently in the Debtors' possession, custody or control and the date of destruction or discard.
- i. If destroyed, the manner of destruction or discard, the reason for destruction or discard, the persons who authorized and/or carried out such destruction or discard.
- j. Whether any copies of the document presently exist and, if so, the name of the custodian of each copy.

10. The documents produced in response to these Document Requests shall be organized and designated to correspond to the categories in these Document Requests or produced as they are maintained in the normal course of business. Each page of each document produced shall bear a unique production number that includes a symbol or abbreviation identifying the producing party.

11. All documents that are physically attached to each other when located for production (physically or via email) must not be separated. Documents that are segregated or separated from other documents, whether by inclusion of binders, files, subfiles, or by use of dividers, tabs, or any other method, shall be left segregated or separated when produced. Documents shall be produced in the order in which they were maintained and in the file where found. All associated file labels, file headings, and file folders shall be produced together with

the responsive documents from each file and each file shall be identified as to its owner or custodian. All documents that cannot be legibly copied shall be produced in their original form; otherwise, you may produce photocopies. All photocopies shall be stapled or clipped as the originals. If no document exists that is responsive to a particular request, you shall so state in writing.

12. All Documents that are stored in electronic or computer format must be produced in a searchable format. Such documents shall be produced on a CD or DVD, or as otherwise agreed to by counsel for the undersigned Defendants. Electronically stored information shall be produced in native format and in Tagged Image File Format (“TIFF” or “.TIF”) files linked directly to the corresponding native Document. TIFF files should be produced in single page format, with each page containing a unique bates number identifier, along with an image load file (“DII file”) indicating document breaks. Metadata load files must also be produced. The metadata load files should contain document text, file name, author, original file type/extension, custodian name, last accessed data and time, file created date and time, last modified date and time, and original path of Document. Load files should also include BegBates (Beginning Bates number); EndBates (Ending Bates number); BegAttach (Beginning Bates number of attachment(s)); EndAttach (Ending Bates number of attachment(s)). In the case of e-mail, the load file should also include additional metadata including author, recipient, cc, bcc, date and time sent, and date and time received. The load file should provide all parent/child or parent/sibling relationships. Optical Character Recognition (“OCR”) text should be provided for each document.

13. Any pronoun shall be construed to refer to the masculine, feminine or neutral gender, in singular or plural, as in each case is most appropriate. The present tense includes the

past and future tenses. The singular form of a word shall be interpreted as plural, and the plural form of a word shall be interpreted as singular, whichever makes the request most broad.

14. None of the definitions above or Document Requests set forth below shall be construed as an admission relating to the existence of any evidence, to the relevance or admissibility of any evidence, or to the truth or accuracy of any statement or characterization in the definition or Document Requests.

DOCUMENT REQUESTS

Request No. 1.

All Documents relating to “discussions and negotiations” with “various creditor constituencies regarding the Plan, including the ad hoc committee of Second Lien Noteholders” as set forth on Page 1 of the Disclosure Statement Supplement, the “extensive arm’s length, good faith negotiations among the Debtors and the Second Lien Ad Hoc Committee,” as set forth on Page 23 of the Disclosure Statement Supplement, and the “extensive negotiations with the Second Lien Ad Hoc Committee, and ... input from the Debtors’ management team, advisors, and boards of directors (including the Independent Directors),” as set forth on Page 24 of the Disclosure Statement Supplement.

Request No. 2.

All Documents relating to, supporting, or rebutting the “Debtors’ view” that the modifications reflected in the Amended Plan would “increase recoveries for certain creditor classes, including all general unsecured creditors and trade creditors,” as set forth on Page 1 of the Disclosure Statement Supplement.

Request No. 3.

All Documents relating to the table setting forth the “Sources and Uses” of cash under the Amended Plan included on Page 25 of the Disclosure Statement Supplement.

Request No. 4.

All Documents relating to the Amended Plan’s settlement of “(a) the valuation of the Reorganized Debtors’ enterprise as of the Effective Date; (b) the applicability of the equities of the case exception under section 552(b) of the Bankruptcy Code; (c) the amount of the Second Lien Prepetition Indebtedness and such holders’ Allowed Claims; (d) the amount of adequate protection claims held by the Second Lien Noteholders and/or First Lien Lenders under the Final Cash Collateral Order; (e) any dispute regarding the appropriate allocation of administrative expenses and general and administrative costs across the Debtors’ estates; (f) any challenges to cash transfers and the payment of interest on the EPL Unsecured Notes; (g) the validity and

allowance of the EPL Repurchased Bonds and the EGC Repurchased Bonds; (h) any challenges to transfers made by the Debtors to any related entities (other than intercompany payables between EGC and EPL); (i) the releases, exculpations, and injunctions provided in the Plan; (j) the agreement of the Second Lien Noteholders not to assert any adequate protection claim; and (k) the amount of funding provided by EPL to meet the Debtors' minimum cash requirement under the Exit Facility," as set forth on Page 2 of the Disclosure Statement Supplement.

Request No. 5.

All Documents relating to "the creation of the EGC Intercompany Note Trust" as set forth on Page 2 of the Disclosure Statement Supplement, including all Documents relating to the determination to fund the EGC Intercompany Note Trust with 11.6% of the New Equity, as set forth on Page 3 of the Disclosure Statement Supplement.

Request No. 6.

All Documents relating to any intercompany balances owed between EGC (or any other Debtor other than EGC or EPL) and EPL, including ledgers, accounts, or other records sufficient to show the amount of such balances, the dates on which any such intercompany balances were incurred, the purpose for which any such intercompany balances were incurred, and the use of any funds (or services or goods) provided by EGC (or such other Debtor) to EPL or EPL to EGC (or such other Debtor).

Request No. 7.

All Documents relating to cash flows to or from EPL since the Petition Date.

Request No. 8.

All Documents relating to the allocation of administrative expenses and general and administrative costs across the Debtors' estates.

Request No. 9.

All Documents relating to any communications regarding the Bankruptcy Cases or the Amended Plan between the Debtors and (i) George C. Morris or (ii) James R. Latimer III.

Dated: September 26, 2016

WILMER CUTLER PICKERING
HALE AND DORR LLP

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*Counsel to Delaware Trust Company, as Indenture
Trustee, and the Ad Hoc Group of EPL Noteholders*

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Cc: [mmoran@velaw.com](#); [jleu@velaw.com](#); [jweedman@whitecase.com](#); [Heather.Waller@lw.com](#); [Looney, Christopher R.](#); [gstarnier@whitecase.com](#); [Benjamin.Loveland@wilmerhale.com](#); [dennis.jenkins@wilmerhale.com](#); [philip.anker@wilmerhale.com](#); [harrison.denman@whitecase.com](#); [Slincy, Kaylan](#); [rothberg@hooverslovacek.com](#); [jweedman@whitecase.com](#); [tlauria@whitecase.com](#); [CHRISTOPHER.HARRIS@lw.com](#); [Justin.Levy@lw.com](#); [tmanthey@hellerdraper.com](#); [cnobles@hellerdraper.com](#); [TMeyers@kilpatricktownsend.com](#); [gfinizio@kilpatricktownsend.com](#); [PRosenblatt@kilpatricktownsend.com](#); [wayne.s.flick@lw.com](#); [derek.linkous@lw.com](#); [natalie.grano@whitecase.com](#); [azatz@whitecase.com](#); [brown@hooverslovacek.com](#); [sscott@velaw.com](#); [dmeyer@velaw.com](#); [smithchell@velaw.com](#); [krainey@velaw.com](#); [jreichman@velaw.com](#)
Subject: Re: EXXI - Proposed Deposition Schedule
Date: Saturday, September 24, 2016 09:28:53

Thanks, Amy. We also want to depose Messrs Schiller and Busmire in light of the amendments to the plan.

Sent from my iPhone

On Sep 23, 2016, at 11:56 PM, "[Amy.Quartarolo@lw.com](#)" <[Amy.Quartarolo@lw.com](#)> wrote:

All –

Below is an initial take on the deposition schedule between now and the confirmation hearing. If any of the dates do not accurately reflect the information provided in terms of witness availability, please let me know asap.

I believe we are still waiting for confirmation from the Debtors for a date for Peter Laurinaitis. Matt – please advise as to his availability so that we can slot him into the schedule.

Also – while I have seen a few emails discussing possible dates, I don't believe we have dates confirmed for continued depositions of either George Morris or James Latimer.

The Committee also intends to depose NSAI.

Thank you,
Amy

Date	Witness	Location	Dial-in
9/26 12pm	Lee Williams	Houston V&E	877-205-3155 / 172262
9/27 9:30am	Craig Davis	Houston V&E	877-205-3155 / 172262
9/28 9:30am	David Baggatt	Houston V&E	877-205-3155 / 172262
10/3 9am	Brent Longnecker	Houston V&E	877-205-3155 / 107484
10/5 10am	Mark Metts	Houston Sidley Austin	877-205-3155 / 107484
10/7 Time TBD	John Sordillo	NY WilmerHale	
10/10 1pm	Gary Pittman	Houston V&E	877-205-3155 / 107484
10/10 10am	Scott Brown	Houston Hoover Slovacek	

10/11 10am	Carter Davis	Houston L&W	
10/12 Time TBD	Robert Rasor	NY WilmerHale	
10/13 Time TBD	Aaron Kibbey	NY WilmerHale	
10/13 10am	Albert Conley	NY L&W	
10/14 Time TBD	Scott Cockerham	TBD	
10/14 10am	Andrew Scruton	NY L&W	

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