

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

HOUSTON DIVISION

In re:)	Chapter 11
)	
EXCO RESOURCES, INC., <i>et. al.</i> , ¹)	Case No. 18-30155 (MI)
)	
Debtor.)	
)	(Jointly Administered)

**CHESAPEAKE ENERGY MARKETING, L.L.C.’S NOTICE DEPOSITION OF THE
DEBTORS PURSUANT TO BANKRUPTCY RULE 2004 AND FEDERAL RULE OF
CIVIL PROCEDURE 30(B)**

TO: The Debtors (As Defined Below), by and through their attorneys of record:

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1000 Louisiana St., Suite 2000
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- and -

Patrick J. Nash, Jr., P.C. (pro hac vice admission pending)
Alexandra Schwarzman (pro hac vice admission pending)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: EXCO Resources, Inc. (2779); EXCO GP Partners Old, LP (1262); EXCO Holding (PA), Inc. (1745); EXCO Holding MLP, Inc. (1972); EXCO Land Company, LLC (9981); EXCO Midcontinent MLP, LLC (0557); EXCO Operating Company, LP (1261); EXCO Partners GP, LLC (1258); EXCO Partners OLP GP, LLC (1252); EXCO Production Company (PA), LLC (7701); EXCO Production Company (WV), LLC (7851); EXCO Resources (XA), LLC (7775); EXCO Services, Inc. (2747); Raider Marketing GP, LLC (6366); and Raider Marketing, LP (4295) (each a “Debtor” and collectively the “Debtors”). The location of the Debtors’ service address is: 12377 Merit Drive, Suite 1700, Dallas, Texas 75251.

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PLEASE TAKE NOTICE that pursuant to Federal Rule of Civil Procedure 30(b)(6), made applicable to this matter by Federal Rules of Bankruptcy Procedure 2004, 9014 and 7030, Chesapeake Energy Marketing, L.L.C. ("CEML"), by and through its undersigned counsel, will take the deposition upon oral examination of the Debtors (as defined below) on November 27, 2018 at 9:00 a.m. (CST) at the law offices of Gardere Wynne Sewell LLP, 1000 Louisiana St., Suite 2000, Houston, Texas 77002, or a mutually agreed upon alternative date, time, and location. The deposition will take place before a person duly authorized to administer oaths, and will be recorded by stenographic means. The deposition will continue day to day until completed.

PLEASE TAKE FURTHER NOTICE that, pursuant to Federal Rule of Civil Procedure 30(b)(6), the Debtors shall designate one or more knowledgeable officers, directors, managing agents, or other persons who consent to testify on their behalf concerning subject matters described in Exhibit A, attached hereto. The individuals designated shall testify as to matters known or reasonably available to the Debtors. Debtors shall provide CEML written

notice, in advance of the date upon which the deposition is scheduled, of: (1) the name and employment position of each designee, and (2) the topics in **Exhibit A** as to which each such designee will testify.

Relevant parties are free to attend as so desired.

Dated: November 12, 2018

Respectfully Submitted,

THOMPSON & KNIGHT LLP

By: /s/ Steven J. Levitt

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**ATTORNEYS FOR CHESAPEAKE
ENERGY MARKETING, L.L.C.**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on all parties entitled to notice via the Court's electronic notification system on this 12th day of November, 2018. I also certify that a true and correct copy of the foregoing was served on the Debtors, through their Counsel, by email at the email addresses below.

/s/ Steven J. Levitt

Steven J. Levitt

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CERTIFICATE OF CONFERENCE

Pursuant to Local Rule 2004(c), I hereby certify that on November 6, 2018, I sent an email to Ms. Alexandra Schwarzman, Counsel for the Debtors, with a list of the deposition topics stated herein and asked for potential dates to conduct depositions. On November 9, 2018, I sent a follow up email again asking for dates. On November 9, 2018, Mr. Michael Slade, Counsel for the Debtors, responded that he believed the deposition topics were generally overbroad, without providing comments on any particular topic. On November 9, 2018, I responded by email and asked Mr. Slade to provide potential deposition dates and “[p]lease state in writing any request that you think is too broad and we will attempt to redraft over the weekend to address your concerns.” At 10:59 pm on November 11, 2018, Mr. Slade responded by once again stating that the requests were generally overbroad, without identifying an issue with any particular topic. Mr. Slade once again did not provide potential deposition dates.

/s/ Steven J. Levitt

Steven J. Levitt

EXHIBIT A

A. Definitions and Instructions

The following definitions and instructions shall apply to the examination topics set forth below:

1. “All” and “any” shall be construed as synonymous as necessary to bring within the scope of these discovery requests all responses that might otherwise be construed to be outside their scope.

2. “And” and the word “or” shall be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive.

3. “Bankruptcy Cases” shall mean the chapter 11 bankruptcy cases of any of the Debtors, which are being jointly administered under Case Number 18-30155 (MI).

4. “Bankruptcy Code” means title 11 of the United States Code, as amended.

5. “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, as amended.

6. “Chesapeake” shall mean Chesapeake Energy Marketing, L.L.C. and all of its current and former employees, officers, directors, agents, advisors, attorneys, affiliates, predecessors, successors, or other persons acting on its behalf.

7. “Chesapeake’s First Requests for Production and Interrogatories” means the First Requests for Production and Interrogatories sent to the Debtors on November 12, 2018.

8. “Communications,” “communication,” or “communicated” means any transmission or exchange between two or more persons, whether orally or in writing, including without limitation, any conversation or discussion by means of letter, note, memorandum, inter-office correspondence, telephone, telegraph, telex, facsimile, telecopies, e-mail, instant messaging, cable communicating data processors, or any other electronic or other medium.

9. “Debtors” shall mean EXCO Resources, Inc.; EXCO GP Partners Old, LP; EXCO Holding (PA), Inc.; EXCO Holding MLP, Inc.; EXCO Land Company, LLC; EXCO Midcontinent MLP, LLC; EXCO Operating Company, LP; EXCO Partners GP, LLC; EXCO Partners OLP GP, LLC; EXCO Production Company (PA), LLC; EXCO Production Company (WV), LLC; EXCO Resources (XA), LLC; EXCO Services, Inc.; Raider Marketing GP, LLC; and Raider Marketing, LP and shall include all of their current and former employees, officers, directors, agents, advisors, attorneys, affiliates, predecessors, successors, or other persons acting on their behalf.

10. “DIP Motion” refers to the *Debtors’ Emergency Motion For Entry Of Interim And Final Orders (I) Authorizing The Debtors To Obtain Postpetition Secured Financing, (II) Granting Liens And Providing Superpriority Administrative Expense Claims, (III) Authorizing*

The Use of Cash Collateral, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling A Final Hearing, And (VII) Granting Related Relief [Dkt. No. 28].

11. “DIP Order” shall mean the final order approving the DIP Motion [Dkt. No. 348].

12. “Disclosure Statement” shall mean the *Disclosure Statement for the Settlement Joint Chapter 11 Plan of Reorganization of EXCO Resources, Inc. and its Debtor Affiliates* [Dkt. No. 1233] (and any amendments and exhibits thereto).

13. “Divisional Merger” shall mean the divisional merger of EXCO Operating into EXCO Operating and Raider Marketing as described on pages 35-36 of the Disclosure Statement.

14. “Document” or “documents” shall be interpreted as broadly as permitted under Federal Rule of Civil Procedure 34 and Federal Rule of Evidence 1001, and includes, without limitation, any written, printed, typed, photographed, recorded, electronic, or otherwise reproduced or stored communication or representation. The term “documents” includes, but is not limited to, correspondence, memoranda, notes, records, letters, envelopes, telegrams, messages, studies, analyses, contracts, agreements, working papers, accounts, analytical records, reports and/or summaries of investigations, trade letters, press releases, comparisons, books, calendars, diaries, articles, magazines, newspapers, booklets, brochures, pamphlets, circulars, bulletins, notices, drawings, diagrams, instructions, notes or minutes of meetings, or other communications of any type, including inter- and intra-office communications, questionnaires, surveys, charts, graphs, photographs, photographic recordings, films, tapes, disks, data cells, print-outs of information stored or maintained by electronic data processing or word processing equipment, including email, and all other electronically stored information in any media that can be translated into reasonably usable form, including, but not limited to, electromagnetically sensitive stored media such as floppy disks, hard disks, magnetic tapes, “thumb” drives, “pin” drives, and any preliminary versions, drafts, or revisions of any of the foregoing. Document also includes any and all communications, or any variant thereof, by which any information or knowledge is transmitted or conveyed between two or more persons and shall include, without limitation, written contact by means such as letters, memoranda, telegrams, telecopies, faxes, e-mails, text messages, instant messages, or any other electronic or other medium, and any oral contact, such as face-to-face meetings or telephone conversations.

15. “Draft Complaint” means the draft committee complaint that is described on page 61 of the Disclosure Statement.

16. “Enterprise” means Enterprise Products Operating LLC.

17. “Enterprise Litigation” means all litigation by and between Enterprise Products Operating LLC and Acadian Gas Pipeline System and the Debtors, including (i) the lawsuit currently pending in Texas state court styled *Enterprise Products Operating LLC and Acadian Gas Pipeline System v. EXCO Operating Company, LP, EXCO Partners OLP GP, LLC, Raider Marketing, LP, Raider Marketing GP, LLC, EXCO Resources, Inc., Bluescape Resources, LLC, Steven L. Estes and Harold Hickey*; Cause No. 2016-60848; in the 157th Judicial District Court, Harris County, Texas, (ii) contested matters in the bankruptcy court; and (iii) the

adversary proceeding commenced by the Debtors in the above captioned proceedings styled *EXCO Operating Company, LP, EXCO Partners OLP GP, LLC, Raider Marketing, LP, Raider Marketing GP, LLC, and EXCO Resources, Inc., v. Enterprise Products Operating LLC, and Acadian Gas Pipeline System*, Case No. 18-03051.

18. “EXCO Operating” means EXCO Operating Company, LP.
19. “GMT Agreements” shall mean any agreement for the sale, marketing, gathering, and/or transportation of oil or natural gas (and any amendment or supplemental agreement related thereto).
20. “Including” and “includes” mean “without limitation” and “by way of example only.”
21. “Mineral Interest Payment Motion” refers to the *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing Payment of (A) Obligations Owed to Holders of Mineral and Other Interests and Non-Op Working Interests and (B) Joint Interest Billings, and (II) Granting Related Relief* [Dkt. No. 10].
22. “Mockingbird” means Mockingbird Midstream Gas Services, Inc. and shall include all of its current and former employees, officers, directors, agents, advisors, attorneys, affiliates, predecessors, successors, or other persons acting on its behalf.
23. “Petition Date” shall mean January 15, 2018.
24. “PJT” means PJT Partners LP, and shall include all of its current and former employees, officers, directors, agents, advisors, attorneys, affiliates, predecessors, successors, or other persons acting on its behalf.
25. “Plan” shall mean the *Settlement Joint Chapter 11 Plan of Reorganization of EXCO Resources, Inc. and its Debtor Affiliates* [Dkt. No. 1232] (and any amendments and exhibits thereto).
26. “Plan of Merger” means the Plan of Merger and exhibits attached thereto executed by EXCO Operating on August 18, 2016, attached as Exhibit C to the *Debtors’ Objection to Proof of Claim of Azure Midstream Energy LLC, Azure Midstream Holdings LLC, and TGG Pipeline, Ltd.* [Dkt. No. 1145].
27. “Plan Proponents” shall mean the Supporting Creditors as that term is defined in the Plan.
28. “Prospective Purchaser” shall mean any person that made an offer or written expression of interest to purchase any of the Debtors’ assets.
29. “Raider Marketing” or “Raider” means Raider Marketing, LP.
30. “Raider Guarantee” shall mean any guarantee made by Raider Marketing of any of the obligations of any of the other Debtors as alleged on page 16 of the Disclosure Statement.

31. “Relate to,” “related to,” “relating to,” “referencing, reflecting, or relating to,” “concerning,” or any variant thereof, are used in their broadest sense, and include, but are not limited to, the following meanings: referring to, supporting, located in, considered in connection with, bearing, bearing on, evidencing, indicating, reporting on, recording, alluding to, responding to, concerning, opposing, favoring, connected with, commenting on, in respect of, about, regarding, discussing, showing, describing, reflecting, analyzing, constituting, and being.

32. “Rivershore” means Rivershore Resources, LLC and Rivershore STX 1 LLC, and shall include all of their current and former employees, officers, directors, agents, advisors, attorneys, affiliates, predecessors, successors, or other persons acting on their behalf.

33. “South Texas Assets” means any oil, gas, mineral or surface, or other real property interests or assets owned by EXCO in or around the Eagle Ford Shale play, and/or in Dimmit, Frio, or Zavala Counties.

34. “UCC” or “Committee” means the official committee of unsecured creditors appointed in the bankruptcy case styled *In re: EXCO Resources, Inc.*, Case No. 18-30155 (MI), in the Bankruptcy Court for the Southern District of Texas and shall include all of the committee members and each of their current and former employees, officers, directors, agents, advisors, attorneys, affiliates, predecessors, successors, or other persons acting on their behalf.

35. “UCC Investigation” means the investigation of any potential claims and/or causes of action performed by the UCC, including as described on page 21 of the Disclosure Statement.

36. “Venado” means Venado Oil & Gas, LLC and shall include all of its current and former employees, officers, directors, agents, advisors, attorneys, affiliates, predecessors, successors, or other persons acting on its behalf.

37. “Venado Transaction” means the attempted sale of assets to Venado in April 2017 of the South Texas Assets for a purchase price of \$300 million, as Described on page 34 of the Disclosure Statement.

38. “Williams” means Williams Partners, LP, and shall include all of its current and former employees, officers, directors, agents, advisors, attorneys, affiliates, predecessors, successors, or other persons acting on its behalf.

39. “You” or “your” shall mean Debtors and any person or persons acting on their behalf including, but not limited to, direct or indirect parents, subsidiaries, successors, affiliates or assigns, attorneys, agents, accountants, advisors, investigators, representatives, employees, and other persons acting on their behalf, including their direct or indirect parents, subsidiaries, successors and assigns, and includes all agents, employees, officers, directors, insurance companies, accountants, attorneys, investigators, representatives, affiliates, and anyone else acting or purporting to act on their behalf.

40. Capitalized terms not otherwise defined shall have the meaning set forth in the Disclosure Statement or Plan, as applicable.

41. The use of the singular form of any word includes the plural, and vice versa. The use of the masculine gender includes the feminine, and vice versa.

42. The present tense shall be construed to include the past tense, and the past tense shall be construed to include the present tense.

B. Examination Topics

1. The unconsolidated cash flow analyses, income statements, balance sheets, appraisals, operating reports, reserve reports, and/or financial reports, prepared on or after January 1, 2016, that discuss, refer or relate to the profitability or value (including book, liquidation, going concern, fair market or other value) of the assets of the Debtors from 2016 forward.
2. The decision to execute the Divisional Merger and the purpose of such merger.
3. The assets and liabilities transferred, assigned, or moved as part of the Divisional Merger.
4. The current enterprise value and alleged profitability of the various Debtor entities.
5. The results of efforts to market the assets both in the immediate aftermath of the Venado Transaction and up until the present.
6. The Debtors' and/or Reorganized Debtors' post-confirmation business plans to gather, market, and transport natural gas.
7. The identity of the officers and directors of Raider Marketing, whether such officers and directors were also officers and directors of any affiliates or secured lenders, the basis and circumstances of the intercompany claims between EXCO Operating and Raider Marketing, and whether EXCO Operating and Raider Marketing had separate employees / were otherwise operated as separate companies.
8. The allegations in the UCC's Draft Complaint and the facts and circumstances related thereto.
9. The Raider Guarantee (and any related security agreements), and the alleged value received in return for such guarantee.
10. The Management Incentive Program.
11. Whether the Plan is in the best interests of creditors, including the liquidation analysis provided in the Disclosure Statement.
12. Whether the Plan is feasible, including the financial projections provided in the Disclosure Statement.
13. Whether the Debtors have adequate means of implementing the Plan, including the Exit Facility described in the Disclosure Statement.

14. The releases, exculpations, and injunctions provided in the Plan and the basis and consideration for such releases, exculpations, and injunctions.

15. The “settlement” embodied in the Plan.

16. The basis for substantively consolidating certain Debtor entities, and the basis for excluding Raider Marketing from such substantive consolidation.

17. The effect of the Plan on setoff and recoupment rights.

18. The treatment of working interests, royalties, and other mineral interests under the Plan and the basis for such treatment.

19. The authentication of documents in connection with Chesapeake’s First Request for Production and Interrogatories.