

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

3. All envelopes utilized in the service of the foregoing contained the following legend:  
“LEGAL DOCUMENTS ENCLOSED. PLEASE DIRECT TO THE ATTENTION OF  
ADDRESSEE, PRESIDENT OR LEGAL DEPARTMENT.”

/s/ Forrest Kuffer

Forrest Kuffer

Sworn to before me this

19<sup>th</sup> day of July, 2018

/s/ John Chau

Notary Public, State of New York

No. 01CH6353383

Qualified in the County of Queens

Commission Expires January 23, 2021

## **EXHIBIT B**



**Request for Production No. 31**

To the extent not already produced in this matter, all Materials and Documents referenced in, but not attached to, the Adversary Complaint.

**Response to Request for Production No. 31**

Ultra incorporates by reference its General Objections as if fully set forth herein. Ultra objects to this Request to the extent it seeks documents that are equally available to Sunoco, including those already produced in this matter. Such documents include the July 31, 2013 purchase contract between EDF Trading North America, LLC and Axia Energy, LLC (the “Purchase Contract”), produced at ULTRA.018 000011 to 000018; the April 22, 2014 amendment to the Purchase Contract (the “April Amendment”), produced at ULTRA.018 000001 to 000010; and the contracts produced at SPMT0062 to 00229. Subject to and without waiving its General Objections, Ultra will conduct a reasonable search for and produce non-privileged documents, if any, responsive to this Request.

**Request for Production No. 32**

All Materials, Documents, and Communications concerning, pertaining, evidencing, or supporting Your allegation in Paragraph 25 of the Adversary Complaint that “EDF made the representation in the first sentence of the MFN clause to induce Ultra to enter the contract at a higher price.”

**Response to Request for Production No. 32**

Ultra incorporates by reference its General Objections as if fully set forth herein. Ultra objects to this Request as duplicative of other discovery served in the above-captioned matter, including, but not limited to Request Nos. 8, 23, 25, and 27. Ultra objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence, including because it purports to seek “All Materials, Documents, and Communications”

relating to the allegations in paragraph 25 of the Adversary Complaint. Ultra objects to this Request to the extent it seeks the disclosure of information protected by the attorney-client privilege, work product doctrine, common-interest privilege, or any other applicable privilege or protection.

Documents responsive to this Request have already been produced at ULTRA.018 000018 to 39, and 000119 to 000168. Subject to, and without waiving its General Objections, Ultra will conduct a reasonable search for and produce non-privileged documents, if any, responsive to this Request that have not already been produced in this matter.

**Request for Production No. 33**

All Materials, Documents, and Communications concerning, pertaining, or relating to Your daily or monthly allocation of Your crude oil production during each month for the period May 2014 through April 2016.

**Response to Request for Production No. 33**

Ultra incorporates by reference its General Objections as if fully set forth herein. Ultra objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence, including because it purports to seek “All Materials, Documents, and Communications” relating to Ultra’s daily or monthly allocation of crude oil production during each month for the period May 2014 through April 2016, which is not relevant to the claims or defenses that have been asserted in these proceedings. Ultra objects to this Request as not proportional to the needs of this case, including because it is not limited to the relevant crude oil types. Ultra objects to this Request to the extent it seeks the disclosure of information protected by the attorney-client privilege, work product doctrine, common-interest privilege, or any other applicable privilege or protection belonging to Ultra or any other third persons.

**Request for Production No. 34**

All Materials, Documents, and Communications concerning, pertaining, or relating to Your direction, decision or determination to deliver Your crude oil production on any given day or month to any buyer other than Sunoco during each month for the period May 2014 through April 2016.

**Response to Request for Production No. 34**

Ultra incorporates by reference its General Objections as if fully set forth herein. Ultra objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence, including because it purports to seek “All Materials, Documents, and Communications” relating to Ultra’s daily or monthly allocation of crude oil production during each month for the period May 2014 through April 2016, which is not relevant to the claims or defenses that have been asserted in these proceedings. Ultra objects to this Request as not proportional to the needs of this case, including because it is not limited to the relevant crude oil types. Ultra objects to this Request to the extent it seeks the disclosure of information protected by the attorney-client privilege, work product doctrine, common-interest privilege, or any other applicable privilege or protection belonging to Ultra or any other third persons.

**Interrogatory No. 19**

Identify each and every contract between EDF and a third-party which You allege predated the Amendment, and specifically identify the terms of such contracts You allege to be “more favorable” than the Purchase Contract or Amendment.

**Response to Interrogatory No. 19**

Ultra incorporates by reference its General Objections as if fully set forth herein. Subject to and without waiving its General Objections, based on its investigation to date, which is not complete because Sunoco has not produced all of the information that it is required to produce, Ultra responds to this Interrogatory as follows: there are a number of contracts and amendments

to contracts that pre-date the April Amendment, which provide for terms that are more favorable than those set forth therein. Those contracts / amendments include:

- Contract No. 570007 between Devon Production Company and EDF Trading North America, LLC, dated October 1, 2013, produced at SPMT00101 to 104 (“Contract #570007”).
- Amendment No. 01 to the Devon Contract, dated January 1, 2014, produced at SPMT00105 to SPMT00106 (“Contract #570007 Amendment”).
- Contract No. 570001 between Berry Petroleum Company, LLC and EDF Trading North America, LLC, dated April 2, 2014, and all amendments thereto, produced at SPTM0074 to 0098 (“Contract #570001”).
- Contract No. 570012 between Newfield Production Company and EDF Trading North America, LLC, dated January 29, 2014, and all amendments thereto, produced at SPTM0062 to 0073 (“Contract #570012”).

Ultra refers Sunoco to the price terms for Contract #570007 and the Contract #570007 Amendment, which are more favorable than those in the April Amendment. Ultra has not completed its investigation of the facts in this proceeding or its review of the relevant documents. That investigation remains ongoing, and Ultra expressly reserves the right to supplement the response to this Interrogatory as necessary.

#### **Interrogatory No. 20**

Identify each and every contract between EDF or Sunoco, on one hand, and a third-party, on the other hand, which You allege post-dated the Amendment, and specifically identify the terms of such contracts You allege to be “more favorable” or to offer “prices more favorable” than the Amendment.

#### **Response to Interrogatory No. 20**

Ultra incorporates by reference its General Objections as if fully set forth herein. Subject to and without waiving its General Objections, based on its investigation to date, which is not complete because Sunoco has not produced all of the information that it is required to produce,



Ultra responds to this Interrogatory as follows: there are a number of contracts and amendments to contracts that post-date the April Amendment, which provide for terms that are more favorable than those set forth therein. Those contracts include:

- Contract No. 570044 between Axia Energy, LLC and Sunoco, dated July 1, 2014, and all amendments thereto, produced at SPMT00135 to 00145 (“Contract #570044”).
- Contract No. 570066 between Bill Barrett Corporation and Sunoco, dated December 1, 2014, and all amendments thereto, produced at SPMT00164 to 00180 (“Contract #570066”).
- Contract No. 570085 between Linn Operating, LLC and Sunoco, dated December 2, 2015, and all amendments thereto, produced at SPMT00181 to 189 (“Contract #570085”).
- Contract No. 570086 between Axia Energy II, LLC and Sunoco, dated June 1, 2015, and all amendments thereto, produced at SPMT00190 to 00195 (“Contract #570086”).
- Contract Nos. 719475 (“Contract #719475”), 719709 (“Contract #719709”), and 719939 (“Contract #719939”) between Chevron Products Company and Sunoco, dated September 17, 2014, November 19, 2014, and December 18, 2014, respectively, and all amendments thereto, produced at SPTM00196 to 00208.
- Contract Nos. 720277 (“Contract #720277”), 720618 (“Contract #720618”), and 720780 (“Contract 720780”) between Tesoro Refining & Marketing Co. LLC, dated January 23, 2015, March 5, 2015, and March 26, 2015, respectively, and all amendments thereto, produced at SPMT00209 to 00229.
- Contract #570007.

Ultra refers Sunoco to the price terms for Contract #570001, #570007, #570012, #570044, #570066, #570085, #570086, #719475, #719709, #719939, #720277, #720618, #720780 and the amendments thereto, which are more favorable than those in the April Amendment.

Ultra has not completed its investigation of the facts in this proceeding or its review of the relevant documents. That investigation remains ongoing, and Ultra expressly reserves the right to supplement the response to this Interrogatory as necessary.

#### **Interrogatory No. 21**

For each month during the period May 2014 through April 2016, explain why You directed,

decided, or determined to allocate Your daily or monthly production volumes to any buyer other than Sunoco, even though Your delivery obligations to Sunoco during such periods were unfulfilled, and specifically identify how and by whom, such directions, decisions, or determinations were made.

### **Response to Interrogatory No. 21**

Ultra incorporates by reference its General Objections as if fully set forth herein. Ultra objects to this Interrogatory as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence, including because it purports to seek the explanation for Ultra's daily or monthly allocation of crude oil production during each month for the period May 2014 through April 2016, which is not relevant to the claims or defenses that have been asserted in these proceedings. Ultra objects to this Interrogatory as not proportional to the needs of this case, including because it is not limited to the relevant crude oil types. Ultra objects to this Interrogatory to the extent it seeks the disclosure of information protected by the attorney-client privilege, work product doctrine, common-interest privilege, or any other applicable privilege or protection belonging to Ultra or any other third persons.

### **General Objections**

1. Ultra objects to the Requests and Interrogatories to the extent that they are vague, ambiguous, and unclear, including the use of terms that are not defined and/or not otherwise susceptible to any single meaning.
2. Ultra objects to the Requests and Interrogatories to the extent that they are overly broad or unduly burdensome, including, without limitation, Requests seeking "all" documents or communications, or Interrogatories seeking "all" information.
3. Ultra objects to the Requests and Interrogatories to the extent that they are not limited in time or scope or designate a time or scope that, in light of the relevant circumstances, is

overbroad or is not relevant or proportional to the needs of the case.

4. Ultra objects to the Requests and Interrogatories to the extent that they seek documents, communications, or information protected by the attorney-client privilege, the attorney work-product doctrine, common-interest privilege, or any other applicable privilege or protection, or that would result in disclosure of Ultra counsel's mental impressions, conclusions, opinions, memoranda, notes or summaries, legal research, or legal theories concerning this or any other litigation. Any inadvertent production or disclosure of privileged information shall not be deemed to constitute a waiver of any privilege.

5. Ultra objects to the Requests and Interrogatories to the extent that they seek documents, communications, or information from Ultra that contain sensitive, confidential, competitive, developmental, or commercial research information that is of a proprietary nature and/or is protected by other privacy protections provided by applicable laws, rules, and/or regulations.

6. Ultra objects to the Requests and Interrogatories and accompanying Instructions to the extent that they purport to impose upon Ultra obligations greater than those required by the Federal Rules of Bankruptcy Procedure, including but not limited to Federal Rules of Civil Procedure 26 and 34 as incorporated thereby. Ultra will comply with the obligations required by these Rules.

7. Ultra objects to the Requests and Interrogatories to the extent that they seek to impose upon Ultra an obligation to provide documents or information not in its possession, custody and/or control, or to create documents that are not currently in its possession.

8. Ultra objects to the Requests and Interrogatories to the extent that they require Ultra to search for and produce electronically stored documents (including email) from sources that are

not reasonably accessible because of undue burden or cost, as set forth in Rule 26(b)(2)(B) of the Federal Rules of Civil Procedure and incorporated by Rule 7026 of the Federal Rules of Bankruptcy Procedure.

9. Ultra responds to each Requests and Interrogatories based on their present knowledge. Ultra reserves the right to make any use of and/or introduce in any hearing or at trial, documents, communications, or information not known to exist at the time of production.

10. Ultra objects to the Instructions and Definitions to the the extent that they render the Requests and Interrogatories overbroad and unduly burdensome and would require Ultra to conduct an unreasonably broad search to find responsive documents or respond to the Interrogatories.

11. Ultra objects to the Instructions to the extent that they place unduly burdensome and costly electronic file formatting requirements on Ultra's production efforts.

12. Ultra objects to the Requests and Interrogatories to the extent that they purport to require the production of documents or information that are publicly available or equally available to the requesting party.

13. To the extent that Ultra asserts a specific objection to a particular Request or Interrogatory, Ultra does not thereby waive these General Objections. To the extent that Ultra objects to a particular Request or Interrogatory but proceeds to respond to said Request or Interrogatory, in whole or in part, Ultra does not thereby waive any objection to that Request or Interrogatory.

Dated: July 18, 2018

*/s/ David R. Seligman*

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David R. Seligman (admitted *pro hac vice*)

Michael B. Slade (Texas Bar No. 24013521)

Luke C. Ruse (*pro hac vice* pending)

**KIRKLAND & ELLIS LLP**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

300 North LaSalle

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

Email: david.seligman@kirkland.com

michael.slade@kirkland.com

luke.ruse@kirkland.com

Kevin K. Chang (*pro hac vice* pending)

**KIRKLAND & ELLIS LLP**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

555 California Street

San Francisco, California 94104

Telephone: (415) 439-1400

Facsimile: (415) 439-1500

Email: kevin.chang@kirkland.com

T Brooke Farnsworth (Texas Bar No. 06828000)

**FARNSWORTH & vonBERG**

333 N. Sam Houston Parkway, Suite 300

Houston, Texas 77060

Telephone: (281) 831-8902

Facsimile: (281) 931-6032


Email: brooke@fvllp.com

*Counsel to the Reorganized Debtors*

**VERIFICATION**

I, Garland Shaw, on behalf of Ultra Resources, Inc., ("Ultra"), have read the foregoing *Responses and Objections to Sunoco Partners Marketing & Terminals L.P.'s Third Set of (i) Requests for Production of Documents, and (ii) Interrogatories*. Based on the advice of Ultra's counsel, the Responses to Interrogatory Nos. 19, 20, and 21 are true and correct.

I hereby declare under penalty of perjury that the foregoing is true and correct.

  
\_\_\_\_\_  
Garland Shaw

**CERTIFICATE OF SERVICE**

I certify that on July 18, 2018, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Kevin K. Chang  
Kevin K. Chang

## **EXHIBIT A**



**UPT\_126\_ADV3272\_FCM\_07-18-18**

DUANE MORRIS LLP  
COUNSEL TO SUNOCO  
ATTN: MICHAEL LASTOWSKI, JARRET  
HITCHINGS  
222 DELAWARE AVENUE, SUITE 1600  
WILMINGTON, DELAWARE 19801

**UPT\_126\_ADV3272\_FCM\_07-18-18**

DUANE MORRIS LLP  
COUNSEL TO SUNOCO  
ATTN: JAMES J. HOLMAN  
30 S. 17TH STREET  
PHILADELPHIA, PENNSYLVANIA 19103

**UPT\_126\_ADV3272\_FCM\_07-18-18**

KURT LAUTERBACH  
ONE FLUOR DANIEL DRIVE  
BUILDING A, LEVEL 3  
SUGAR LAND TX 77478