

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

***In re:***

**NEWPAGE CORPORATION, *et al.*,  
Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 11-12804 (KG)**

**Jointly Administered**

**NOTICE OF 30(b)(6) DEPOSITION DIRECTED TO NEWPAGE  
CORPORATION AND ITS AFFILIATED CHAPTER 11 DEBTORS**

TO: PACHULSKI STANG ZIEHL & JONES LLP  
Laura Davis Jones (Bar No. 2436)  
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-and-

PROSKAUER ROSE LLP  
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PLEASE TAKE NOTICE that, pursuant to Rules 26 and 30(b)(6) of the Federal Rules of Civil Procedure, made applicable by Rules 7026 and 7030 of the Federal Rules of Bankruptcy Procedure, and Rule 2004 of the Federal Rules of Bankruptcy Procedure, the Official Committee

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<sup>1</sup> The Debtors in this chapter 11 case, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Chillicothe Paper Inc. (6154), Escanaba Paper Company (5598), Luke Paper Company (6265), NewPage Canadian Sales LLC (5384), NewPage Consolidated Papers Inc. (8330), NewPage Corporation (6156), NewPage Energy Services LLC (1838), NewPage Group Inc. (2465), NewPage Holding Corporation (6158), NewPage Port Hawkesbury Holding LLC (8330), NewPage Wisconsin System Inc. (3332), Rumford Paper Company (0427), Upland Resources, Inc. (2996), and Wickliffe Paper Company LLC (8293).



of Unsecured Creditors in the above-captioned matter (the “Committee”) will take the deposition upon oral examination of such person or persons designated by NewPage Corporation and its affiliated debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”) regarding the subject matters set forth in Schedule A to this Notice.

The deposition shall commence at 10:00 a.m. (ET) on November 1, 2012 at the law offices of Young Conaway Stargatt & Taylor LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801.<sup>2</sup> The deposition will be taken pursuant to all applicable rules of the Court before a notary public or other such person authorized by law to administer oaths. The deposition will be recorded by stenographic means and videotaped.

You are invited to attend and cross-examine.

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<sup>2</sup> Or at another date, time and location as agreed to by the parties.

Dated: October 15, 2012  
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ M. Blake Cleary

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*Co-Counsel to the Official Committee of Unsecured  
Creditors*

## **SCHEDULE A**

### **I. DEFINITIONS**

Each and every request incorporates the following definitions, whether or not capitalized in the request:

1. “Advisory Agreement” shall mean the Master Consulting and Advisory Services Agreement, made and entered into effective as of October 31, 2008, by COAC and NewPage Corporation.

2. “Canadian Debtor” shall mean NewPage Port Hawkesbury Corp., which is a non-debtor affiliate of the Debtors and has commenced a proceeding under Canada’s *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

3. “Cerberus” shall mean Cerberus Partners, Cerberus Capital, COAC, their subsidiaries and affiliates, and their employees.

4. “Cerberus Capital” shall mean Cerberus Capital Management, L.P.

5. “Cerberus Directors and Officers” shall mean any past and present directors, partners, agents, officers, and employees of Cerberus Capital, Cerberus Partners, COAC or any of their affiliates, who were directors and/or officers of any of the Debtors.

6. “Cerberus Guarantee” shall mean the Limited Guarantee, dated as of September 20, 2007, by Cerberus Partners in favor of Stora Enso Oyi.

7. “Cerberus Partners” shall mean Cerberus Partners L.P.

8. “COAC” shall mean Cerberus Operations and Advisory Company, LLC.

9. “Communications” shall mean the transmittal of any information (in the form of facts, ideas, inquiries, or otherwise) by any means, including without limitation, personal conversations, telephone conversations, letters, meetings, memoranda, electronic email exchanges, telegraphic and telex Communications or transmittals of Documents. The term

“Communications” is not limited to internal Communications but includes Communications between You and third parties and Communications between or among third parties.

10. “Company” shall mean the Debtors and all of their non-debtor subsidiaries and affiliates other than the Canadian Debtor.

11. “Concerning” shall mean, directly or indirectly, referring to, reflecting, mentioning, describing, pertaining to, relating to, arising out of or in connection with or in any way legally, logically, or factually connected with the matter discussed.

12. “Debtors” shall mean Chillicothe Paper Inc., Escanaba Paper Company, Luke Paper Company, NewPage Canadian Sales LLC, NewPage Consolidated Papers Inc., NewPage Corporation, NewPage Energy Services LLC, NewPage Group Inc., NewPage Holding Corporation, NewPage Port Hawkesbury Holding LLC, NewPage Wisconsin System Inc., Rumford Paper Company, Upland Resources, Inc., and Wickliffe Paper Company LLC.

13. “Economic Interest” shall mean any claim, interest, pledge, lien, option, participation, derivative instrument, or any other right or derivative right granting the holder an economic interest that is affected by the value, acquisition, or disposition of a claim or interest.

14. “Engagement Letter” shall mean any engagement letter specifying the services to be performed by Cerberus under the Advisory Agreement.

15. “First Amended Plan” shall mean the *Debtors’ First Amended Joint Chapter 11 Plan*, dated October 5, 2012 [Docket No. 2414 in Case No. 11-12804(KG)].

16. “Including” shall mean “including without limitation.”

17. “Proposed Cerberus Settlement” shall mean the proposed settlement described in section 4.10(e) of the First Amended Plan.

18. “You” or “Your” shall mean the Debtors.

## **II. RULES OF CONSTRUCTION**

1. The use of (a) any singular noun shall be construed to include the plural, and vice versa, and (b) a verb in any tense shall be construed as the use of the verb in all other tenses.

2. The terms (a) “and” and “or” shall be construed either conjunctively or disjunctively as necessary to bring within the scope of any request all responses that might otherwise be construed to be outside of its scope, and (b) “each” and “any” shall be deemed to include and encompass the words “every” and “all.”

## **III. TIME PERIOD**

Unless otherwise specified, this Notice of 30(b)(6) Deposition relates to the period commencing January 1, 2007 and continuing through the date hereof.

## **IV. TOPICS**

1. All facts and circumstances concerning the Proposed Cerberus Settlement, including any analysis of any of the disputes, claims, rights, or causes of action that would be compromised or released under the Proposed Cerberus Settlement.

2. All facts and circumstances concerning Your decision to settle any disputes, claims, rights, or causes of action against Cerberus and its officers and directors under the Proposed Cerberus Settlement.

3. All facts and circumstances concerning the investigation, evaluation, or valuation of any disputes, claims, rights, or causes of action that the Debtors would compromise or release under the Proposed Cerberus Settlement.

4. All facts and circumstances concerning the decision of the Debtors’ board of directors to approve the Proposed Cerberus Settlement.

5. All facts and circumstances concerning the Advisory Agreement and any

Engagement Letters, including all facts and circumstances concerning any services provided under the Advisory Agreement and any Engagement Letters.

6. All facts and circumstances concerning any payments or transfers made by the Debtors to Cerberus under or in connection with the Advisory Agreement or any Engagement Letters.

7. All facts and circumstances concerning any agreement, other than the Advisory Agreement, pursuant to which Cerberus provided services to the Debtors, including concerning any payments or transfers made by any of the Debtors to Cerberus under or in connection with any such agreements.

8. All facts and circumstances concerning the selection, appointment, or performance of any Cerberus Directors and Officers.

9. All facts and circumstances concerning the fiduciary duties of any Cerberus Directors and Officers.

10. All facts and circumstances concerning the Cerberus Guarantee.

11. All facts and circumstances concerning the necessity, establishment, or operation of any ethical wall, a “Chinese Wall,” or other comparable restrictions regarding any Cerberus Directors and Officers.<sup>3</sup>

12. All facts and circumstances concerning Cerberus’ decision to acquire or sell, or not to acquire or sell, any equity, debt, or other Economic Interest in the Company.

13. All facts and circumstances concerning section 6.4.2 (*Effect of Plan Rejection on Distributions*) of the First Amended Plan.

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<sup>3</sup> Examination on topics 11 and 12 will be conducted by Quinn Emanuel Urquhart & Sullivan, LLP as conflicts counsel to the Committee.