

Cause No. 2010-CI-10977

JOHN K. MEYER, ET AL.,	§	IN THE DISTRICT COURT
	§	
PLAINTIFFS,	§	
	§	
VS.	§	
	§	225TH JUDICIAL DISTRICT
	§	
JPMORGAN CHASE BANK, N.A.	§	
INDIVIDUALLY/CORPORATELY	§	
AND AS TRUSTEE OF THE SOUTH	§	
TEXAS SYNDICATE TRUST AND	§	
GARY P. AMES,	§	
	§	
DEFENDANTS.	§	BEXAR COUNTY, TEXAS

DEFENDANT JPMORGAN CHASE BANK, N.A.’S MOTION TO COMPEL ANSWERS TO DEFENDANTS’ SECOND SET OF INTERROGATORIES

Defendant JPMorgan Chase Bank, N.A. (“JPMorgan”), individually and as trustee of the South Texas Syndicate Trust, files this Motion to Compel complete answers to Defendants’ Second Set of Interrogatories, as follows:

I.
INTRODUCTION

Plaintiffs, beneficiaries of the South Texas Syndicate Trust (“STS”), make vague allegations that JPMorgan, as trustee of STS, breached its fiduciary duties by engaging in some type of self-dealing or by having some type of conflicts of interest. JPMorgan served its Second Set of Interrogatories (the “Interrogatories”) seeking discovery relating to these claims. The Interrogatories that are at issue in this motion seek three categories of discovery:

- discovery of Plaintiffs’ contentions that the trustee’s payment of legal and consulting fees and expense were tainted by conflicts of interest and constituted self-dealing;

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DEFENDANT JPMORGAN CHASE BANK, N.A.’S MOTION TO COMPEL ANSWERS TO DEFENDANTS’ SECOND SET OF INTERROGATORIES

– PAGE 1

- discovery about each transaction by the trustee that the Plaintiffs contend constituted self-dealing; and
- discovery about each transaction by the trustee that the Plaintiffs contend were tainted by conflicts of interest.

Plaintiffs responded with numerous objections and with answers that provide little substantive information. JPMorgan requests that the Court order Plaintiffs to provide the information sought.

II. **ARGUMENTS AND AUTHORITIES**

A. Standard for Discoverability.

Under Texas Rule of Civil Procedure 197.1 “[a]n interrogatory may inquire whether a party makes a specific legal or factual contention and may ask the responding party to state the legal theories and to describe in general the factual bases for the party’s claims . . .” Here, the information sought by the Interrogatories is clearly discoverable as it relates to Plaintiffs’ contentions that JPMorgan breached fiduciary duties by engaging in transactions that constituted self-dealing or were tainted by conflicts of interest.

B. Plaintiffs’ Responses to the Interrogatories.

JPMorgan served the Interrogatories on January 8, 2014 and Plaintiffs served their objections and responses on February 7, 2014 (Exhibits “A” through “C”¹). Interrogatory No. 1 inquires about paragraph 175 of Plaintiffs petition which alleges that JPMorgan paid unreasonable consulting and legal fees to “various third parties” from the assets of the Trust and that the payment of these fees purportedly directly or indirectly benefitted JPMorgan or certain

¹ **Exhibit A** is the Beneficiary Plaintiffs’ Objections and Responses to Defendants’ Second Set of Interrogatories; **Exhibit B** is Wells Fargo Bank, N.A.’s Objections and Responses to Defendants’ Second Set of Interrogatories; **Exhibit C** is U.S. Bank National Association and U.S. Bank Trust National Association SD’s Objections and Responses to Defendants’ Second Set of Interrogatories.

{00042618.1}

clients of JPMorgan other than the beneficiaries of the Trust and to their detriment. Consistent with Rule 197.1, the interrogatory asks the Plaintiffs:

Identify specifically (a) the fees paid to third parties that you claim directly and/or indirectly benefitted J.P. Morgan and/or its clients, (b) in what manner you claim J.P. Morgan and/or its clients benefitted from the payment of these fees, and (c) the factual bases for your contention that these payments were tainted by conflicts of interest and constituted self-dealing.

Interrogatory No. 2 asks the Plaintiffs to

Identify specifically all transactions by J.P. Morgan as Trustee of the STS where you contend J.P. Morgan engaged in self-dealing. For each transaction, identify the parties to the transaction, the date of the transaction and the basis for your contention that the transaction involved self-dealing.

Similarly, Interrogatory No. 3 asks the Plaintiffs

Identify specifically all transactions by J.P. Morgan as Trustee of the STS that you contend are tainted by conflicts of interest. For each transaction, identify the parties to the transaction, the date of the transaction and the basis for your contention that the transaction was tainted by conflicts of interest.

The Plaintiffs responded to each interrogatory with boiler-plate objections and then with nearly identical responses to each interrogatory:

Subject to the foregoing objections and without waiving same, the Beneficiary Plaintiffs refer Defendants to (without limitation) the Expert Reports and deposition testimony of the Plaintiffs' experts, the depositions of JP Morgan employees (past and present), JP Morgan's conduct in resisting resignation upon the vote of the 51% and hiring of Lazard, counsel and other third parties in the course of exploring trust alternatives, payments made to Cox & Smith for a tax opinion and litigation with Pioneer, all transactions and fees related to the confidentiality agreement entered into by Defendants and Petrohawk, the fees and costs associate with the Hunt Oil lease amendments for the benefit of Hunt and Marubeni, as well as fees and transactions with JP Morgan commercial clients Pioneer, Reliance, Petrohawk and/or BHP. Plaintiffs and their counsel are

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**DEFENDANT JPMORGAN CHASE BANK, N.A.'S MOTION TO COMPEL
ANSWERS TO DEFENDANTS' SECOND SET OF INTERROGATORIES**

– PAGE 3

continuing to evaluate the information gathered in discovery to date and discovery is ongoing.

Exhibit A, answers to Interrogatories Nos. 1-3; *see also*, nearly identical language found in Exhibits B and C, answers to Interrogatories Nos. 1-3. In each case, this response is inadequate and fails to identify the information sought in sufficient detail.

While JPMorgan denies that it engaged in any transactions that constituted self-dealing or involved conflicts of interest, it is imperative that the Plaintiffs disclose substantive and complete information about the specific transactions that are the subject of their complaints. Plaintiffs' current answers to the Interrogatories fall well short of disclosing what JPMorgan is entitled to know about the Plaintiffs' claims of self-dealing and conflicts of interest.

WHEREFORE, JPMorgan respectfully requests that the Court order Plaintiffs to fully respond to the Interrogatories within seven days of the hearing on this motion. JPMorgan further requests such further relief to which it may be entitled.

Respectfully submitted,

HORNBERGER SHEEHAN FULLER
WITTENBERG & GARZA INCORPORATED

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ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF CONFERENCE

I hereby certify that I have communicated with Matthew Gollinger and James Drought, two of the attorneys representing the Plaintiffs, concerning the relief sought in this motion. As of the date of filing of the motion, the matter has not been resolved.

/s/ John C. Eichman

John C. Eichman

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been served on the following counsel of record via the electronic service manager and/or by email on this 18th day of February, 2014.

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/s/ John C. Eichman

Exhibit A

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, *ET AL.*,

Plaintiffs,

JP MORGAN CHASE BANK, N.A.,
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST AND
GARY P. AYMES,

Defendants.

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IN THE DISTRICT COURT

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

BENEFICIARY PLAINTIFFS' OBJECTIONS AND RESPONSES TO DEFENDANTS'
SECOND SET OF INTERROGATORIES

TO: Defendants JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes, by and through its attorneys of record, Patrick K. Sheehan and David Jed Williams, Hornberger Sheehan Fuller & Beiter Inc., 7373 Broadway, Suite 300, San Antonio, TX 78209; and John C. Eichman, Hunton & Williams LLP, 1445 Ross Avenue, Suite 3700, Dallas, TX 75202.

Now come Plaintiffs Harry Aldrich, Linda Aldrich, Edward P. Barrington, Karla Barrington, Judy A. Barrington, Maryann Barrington, Delores Bartleson, Patrick R. Bartleson, Sarah Bell, Emilie Blaze, Joe Blazek, Sharon T. Blazek, Mary Bly, Noah Bly, Anne Bouliane, Douglas Burdette, Wayne Burdette, Kathryn M. Canwell, Bonnie Card, John Carney, Josephine Carney, Barbara Carson, Alice Cestari, Kevin Clarke, Barbara Warner Collins, Margaret Cost, Catherine M. Cowles, Daniel E. Crowley, Sally Crowley, Sheila Ann Curlee, Harriett O. Curry, AnnaJo Doerr, Edward Doerr, Henry Doerr IV, Katherine D. Doerr, Mary C. Doerr, Robin P. Downs, Cathy A. Duus, Mary McLean Evans, Fred Fair, Douglas Faulkner, Raymond L. Foster, Sr., Susan A. Foster, John D. French, Kathleen French, Charles B. Gertmenian, Sarah Gertmenian, Thomas G. Gertmenian, Linda Merrill Haas, Andrew Hilgartner, Elizabeth Jubert, Monte J. Kestell, Jr., Robert J. Kestell, Patricia Larrabure, Kevin P. Magee, Sheila M. Magee,

Catherine Hilgartner Masucci, Deirdre A. McCarthy, John McCarthy, Patrick McCarthy, Timothy S. McCarthy, Janet G. McFarlane, Laurie McGrath, Thomas P. McGrath, Jamie McGrath-Marx, David W. McLean, Laura T. McLean, Lisa F. McLean, Nancy McLean, Kathryn F. Mesaros, Robert C. Mesaros, John K. Meyer, John Meyer, Jr., Theodore Meyer, Mary C. Miller, Julia P. Mombello, Jeannette M. Muirhead, Gwen S. Myers, Caroline P. Myhre, Marcia Lee Nelson, James Nelson, Shannon Nelson, Roland C. Nickerson, Roger B. Noyes, Sally Noyes, Anne Pennock, Charles F. Pierson, Jr., David Pierson, James Pierson, John Pierson, Addison Piper, Andrew P. Piper, Ann Piper, George F. Piper, Harry C. Piper, III, James T. Piper, John Carter Piper, John Q. Piper, Karen B. Piper, Kathleen P. Piper, Matthew B. Piper, Timothy T. Piper, Vincent G. Pardo Piper, William Piper, William G. Piper, Elizabeth Piper-Forman, Geraldine Rasmussen, Richard Richard, Sr., Richard M. Rogers, Carl E. Rogers, Donald B. Salisbury, Mary M. Schwartz, Dwight D. Sholes, Marjorie N. Skiff, Susan G. Snow Trust Elizabeth Warner Verkade, Julia Mary Walker, Barbara Warner, Bonnie Warner, Ellsworth A. Warner, Jr., H. T. Warner, S. S. Warner, M. A. Warner Jr., Ted E. Warner, Thomas Livingston Warner, William Piper Warner, Jr., Dixie Webb, William B. Whiting, Sarah Warner Whittington, and Louise Windsor, (“Beneficiary Plaintiffs”) by and through their undersigned attorneys of record, and pursuant to Rules 193 and 194 of the Texas Rules of Civil Procedure, serve the following Objections and Answers to Defendants’ Second Set of Interrogatories as attached.

DATE: February 7, 2014

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Respectfully submitted,

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By: 
Matthew J. Gollinger

**ATTORNEYS FOR PLAINTIFFS,
HARRY ALDRICH, ET AL.**

ANSWERS AND OBJECTIONS TO DEFENDANTS'
SECOND SET OF INTERROGATORIES

INTERROGATORY NO. 1:

In paragraphs 168 of the Petition, you allege:

Throughout its time as Trustee, JP Morgan has paid unreasonable consulting and legal fees to various third parties out of the STS Trust's assets and income. Upon information and belief, the payment of certain of these fees to third parties directly and/or indirectly benefitted JP Morgan and/or its clients other than the Trust beneficiaries, to the detriment of Plaintiffs and all beneficiaries. These payments were tainted by conflicts of interest and constituted self-dealing in violation of the Trustee's fiduciary duty of loyalty and applicable law.

Identify specifically (a) the fees paid to third parties that you claim directly and/or indirectly benefitted J.P. Morgan and/or its clients, (b) in what manner you claim J.P. Morgan and/or its clients benefitted from the payment of these fees, and (c) the factual bases for your contention that these payments were tainted by conflicts of interest and constituted self-dealing.

OBJECTION:

The Beneficiary Plaintiffs object to this interrogatory as being improper, overly broad and unduly burdensome as it seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of Defendants. This interrogatory requires that the Beneficiary Plaintiffs marshal all available proof and/or proof they intend to offer at trial. Further, the Beneficiary Plaintiffs Intervenors object to this interrogatory as it does not limit its inquiry to a general description of the factual basis for the Beneficiary Plaintiffs' claims.

ANSWER:

Subject to the foregoing objections and without waiving same, the Beneficiary Plaintiffs refer Defendants to (without limitation) the Expert Reports and deposition testimony of the Plaintiffs' experts, the depositions of JP Morgan employees (past and present), JP Morgan's conduct in resisting resignation upon the vote of the 51% and hiring of Lazard, counsel and other third parties in the course of exploring trust alternatives, payments made to Cox & Smith for a tax opinion and litigation with Pioneer, all transactions and fees related to the confidentiality

agreement entered into by Defendants and Petrohawk, the fees and costs associated with the Hunt Oil lease amendments for the benefit of Hunt and Marubeni, as well as all fees and transactions with JP Morgan commercial clients Pioneer, Reliance, Petrohawk and/or BHP. Plaintiffs and their counsel are continuing to evaluate the information gathered in discovery to date and discovery is ongoing.

INTERROGATORY NO. 2:

Identify specifically all transactions by J.P. Morgan as Trustee of the STS where you contend J.P. Morgan engaged in self-dealing. For each transaction, identify the parties to the transaction, the date of the transaction and the basis for your contention that the transaction involved self-dealing.

OBJECTION:

The Beneficiary Plaintiffs object to this interrogatory as being improper, overly broad and unduly burdensome as it seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of Defendants. This interrogatory requires that the Beneficiary Plaintiffs marshal all available proof and/or proof they intend to offer at trial. Further, the Beneficiary Plaintiffs Intervenors object to this interrogatory as it does not limit its inquiry to a general description of the factual basis for the Beneficiary Plaintiffs' claims.

ANSWER:

Subject to the foregoing objections and without waiving same, the Beneficiary Plaintiffs refer Defendants to (without limitation) the Expert Reports and deposition testimony of the Plaintiffs' experts, the depositions of JP Morgan employees (past and present), JP Morgan's conduct in resisting resignation upon the vote of the 51% and hiring of Lazard, counsel and other third parties in the course of exploring trust alternatives, payments made to Cox & Smith for a tax opinion and litigation with Pioneer, all transactions and fees related to the confidentiality agreement entered into by Defendants and Petrohawk, the fees and costs associated with the Hunt Oil lease amendments for the benefit of Hunt and Marubeni, as well as all fees and transactions with JP Morgan commercial clients Pioneer, Reliance, Petrohawk and/or BHP.

Plaintiffs and their counsel are continuing to evaluate the information gathered in discovery to date and discovery is ongoing.

INTERROGATORY NO. 3:

Identify specifically all transactions by J.P. Morgan as Trustee of the STS that you contend are tainted by conflicts of interest. For each transaction, identify the parties to the transaction, the date of the transaction and the basis for your contention that the transaction was tainted by conflicts of interest.

OBJECTION:

The Beneficiary Plaintiffs object to this interrogatory as being improper, overly broad and unduly burdensome as it seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of Defendants. This interrogatory requires that the Beneficiary Plaintiffs marshal all available proof and/or proof they intend to offer at trial. Further, the Beneficiary Plaintiffs Intervenors object to this interrogatory as it does not limit its inquiry to a general description of the factual basis for the Beneficiary Plaintiffs' claims.

ANSWER:

Subject to the foregoing objections and without waiving same, the Beneficiary Plaintiffs refer Defendants to (without limitation) the Expert Reports and deposition testimony of the Plaintiffs' experts, the depositions of JP Morgan employees (past and present), JP Morgan's conduct in resisting resignation upon the vote of the 51% and hiring of Lazard, counsel and other third parties in the course of exploring trust alternatives, payments made to Cox & Smith for a tax opinion and litigation with Pioneer, all transactions and fees related to the confidentiality agreement entered into by Defendants and Petrohawk, the fees and costs associated with the Hunt Oil lease amendments for the benefit of Hunt and Marubeni, as well as all fees and transactions with JP Morgan commercial clients Pioneer, Reliance, Petrohawk and/or BHP. Plaintiffs and their counsel are continuing to evaluate the information gathered in discovery to date and discovery is ongoing.

INTERROGATORY NO. 4:

In subsection “c” of your Prayer for Relief, you ask for “[d]isgorgement of all compensation, fees, and expenses paid by the STS Trust to Defendants and to third-parties at the direction of Defendants.” Identify specifically the compensation, fees, and expenses for which you seek disgorgement.

ANSWER:

The Beneficiary Plaintiffs are seeking disgorgement of all compensation and fees paid to/collected by JP Morgan out of STS Trust assets or mineral revenues (bonuses, royalties, delay payments, etc...) in connection with its work the Trustee of the STS Trust between January 1, 2006 and the present. Similarly, the Beneficiary Plaintiffs are seeking reimbursement for amounts paid out of STS Trust assets or mineral revenues at the direction of JP Morgan to any third party (including but not limited to lawyers, accountants, bankers, geologists, consultants, engineers, etc...) between January 1, 2006 and the present. Plaintiffs and their counsel are continuing to evaluate the information gathered in discovery to date and discovery is ongoing.

CERTIFICATE OF SERVICE

I certify that on February 7, 2014, this document was served on the following described parties in the manner indicated below:

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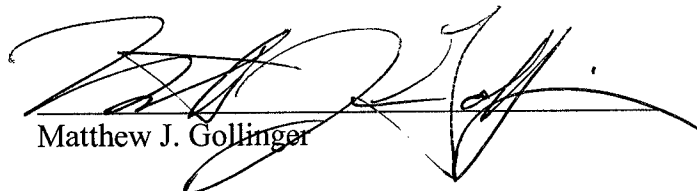
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Via U.S. Mail and Email



Matthew J. Gollinger

Exhibit B

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, *ET AL.*,

Plaintiffs,

JP MORGAN CHASE BANK, N.A.,
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST AND
GARY P. AYMES,

Defendants.

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IN THE DISTRICT COURT

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**WELLS FARGO BANK, N.A.'S OBJECTIONS AND RESPONSES TO DEFENDANTS'
SECOND SET OF INTERROGATORIES**

TO: Defendants JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes, by and through its attorneys of record, Patrick K. Sheehan and David Jed Williams, Hornberger Sheehan Fuller & Beiter Inc., 7373 Broadway, Suite 300, San Antonio, TX 78209; and John C. Eichman, Hunton & Williams LLP, 1445 Ross Avenue, Suite 3700, Dallas, TX 75202.

Now comes Plaintiff-Intervenor Wells Fargo Bank, N.A., as trustee or co-trustee for trust entities which hold Certificates of Beneficial Interest in the South Texas Syndicate Trust ("Plaintiff-Intervenor"), by and through its undersigned attorneys of record, and pursuant to Rules 193 and 194 of the Texas Rules of Civil Procedure, serve the following Objections and Answers to Defendants' Second Set of Interrogatories as attached.

DATE: February 7, 2014

Respectfully submitted,

ZELLE HOFMANN VOELBEL & MASON LLP

JOHN B. MASSOPUST (pro hac vice)
MATTHEW J. GOLLINGER (pro hac vice)
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By:



Matthew J. Gollinger

**ATTORNEYS FOR PLAINTIFF-INTERVENOR
WELLS FARGO BANK, N.A.**

ANSWERS AND OBJECTIONS TO DEFENDANTS'
SECOND SET OF INTERROGATORIES

INTERROGATORY NO. 1:

In paragraph 168 of the Petition, you allege:

Throughout its time as Trustee, JP Morgan has paid unreasonable consulting and legal fees to various third parties out of the STS Trust's assets and income. Upon information and belief, the payment of certain of these fees to third parties directly and/or indirectly benefitted JP Morgan and/or its clients other than the Trust beneficiaries, to the detriment of Plaintiffs and all beneficiaries. These payments were tainted by conflicts of interest and constituted self-dealing in violation of the Trustee's fiduciary duty of loyalty and applicable law.

Identify specifically (a) the fees paid to third parties that you claim directly and/or indirectly benefitted J.P. Morgan and/or its clients, (b) in what manner you claim J.P. Morgan and/or its clients benefitted from the payment of these fees, and (c) the factual bases for your contention that these payments were tainted by conflicts of interest and constituted self-dealing.

OBJECTION:

Plaintiff Intervenor objects to this interrogatory as it fails to accurately recite allegations of the Plaintiff Intervenor. Plaintiff Intervenor further objects to this interrogatory as improper, overly broad and unduly burdensome as it seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of Defendants. This interrogatory requires that Plaintiff Intervenor marshal all available proof and/or proof it intends to offer at trial. Further, Plaintiff Intervenor objects to this interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiff Intervenor's claims.

ANSWER:

Subject to the foregoing objections and without waiving same, Plaintiff Intervenor refers Defendants to (without limitation) the Expert Reports and deposition testimony of the Plaintiffs' experts, the depositions of JP Morgan employees (past and present), JP Morgan's conduct in resisting resignation upon the vote of the 51% and hiring of Lazard, counsel and other third parties in the course of exploring trust alternatives, payments made to Cox & Smith for a tax opinion and litigation with Pioneer, all transactions and fees related to the confidentiality

agreement entered into by Defendants and Petrohawk, the fees and costs associated with the Hunt Oil lease amendments for the benefit of Hunt and Marubeni, as well as all fees and transactions with JP Morgan commercial clients Pioneer, Reliance, Petrohawk and/or BHP. Plaintiffs and their counsel are continuing to evaluate the information gathered in discovery to date and discovery is ongoing.

INTERROGATORY NO. 2:

Identify specifically all transactions by J.P. Morgan as Trustee of the STS where you contend J.P. Morgan engaged in self-dealing. For each transaction, identify the parties to the transaction, the date of the transaction and the basis for your contention that the transaction involved self-dealing.

OBJECTION:

Plaintiff Intervenor objects to this interrogatory as it fails to accurately recite allegations of the Plaintiff Intervenor. Plaintiff Intervenor further objects to this interrogatory as improper, overly broad and unduly burdensome as it seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of Defendants. This interrogatory requires that Plaintiff Intervenor marshal all available proof and/or proof it intends to offer at trial. Further, Plaintiff Intervenor objects to this interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiff Intervenor's claims.

ANSWER:

Subject to the foregoing objections and without waiving same, Plaintiff Intervenor refers Defendants to (without limitation) the Expert Reports and deposition testimony of the Plaintiffs' experts, the depositions of JP Morgan employees (past and present), JP Morgan's conduct in resisting resignation upon the vote of the 51% and hiring of Lazard, counsel and other third parties in the course of exploring trust alternatives, payments made to Cox & Smith for a tax opinion and litigation with Pioneer, all transactions and fees related to the confidentiality agreement entered into by Defendants and Petrohawk, the fees and costs associated with the Hunt Oil lease amendments for the benefit of Hunt and Marubeni, as well as all fees and transactions with JP Morgan commercial clients Pioneer, Reliance, Petrohawk and/or BHP. Plaintiffs and their counsel are continuing to evaluate the information gathered in discovery to date and discovery is ongoing.

INTERROGATORY NO. 3:

Identify specifically all transactions by J.P. Morgan as Trustee of the STS that you contend are tainted by conflicts of interest. For each transaction, identify the parties to the transaction, the date of the transaction and the basis for your contention that the transaction was tainted by conflicts of interest.

OBJECTION:

Plaintiff Intervenor objects to this interrogatory as it fails to accurately recite allegations of the Plaintiff Intervenor. Plaintiff Intervenor further objects to this interrogatory as improper, overly broad and unduly burdensome as it seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of Defendants. This interrogatory requires that Plaintiff Intervenor marshal all available proof and/or proof it intends to offer at trial. Further, Plaintiff Intervenor objects to this interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiff Intervenor's claims.

ANSWER:

Subject to the foregoing objections and without waiving same, Plaintiff Intervenor refers Defendants to (without limitation) the Expert Reports and deposition testimony of the Plaintiffs' experts, the depositions of JP Morgan employees (past and present), JP Morgan's conduct in resisting resignation upon the vote of the 51% and hiring of Lazard, counsel and other third parties in the course of exploring trust alternatives, payments made to Cox & Smith for a tax opinion and litigation with Pioneer, all transactions and fees related to the confidentiality agreement entered into by Defendants and Petrohawk, the fees and costs associated with the Hunt Oil lease amendments for the benefit of Hunt and Marubeni, as well as all fees and transactions with JP Morgan commercial clients Pioneer, Reliance, Petrohawk and/or BHP. Plaintiffs and their counsel are continuing to evaluate the information gathered in discovery to date and discovery is ongoing.

INTERROGATORY NO. 4:

In subsection “c” of your Prayer for Relief, you ask for “[d]isgorgement of all compensation, fees, and expenses paid by the STS Trust to Defendants and to third-parties at the direction of Defendants.” Identify specifically the compensation, fees, and expenses for which you seek disgorgement.

ANSWER:

The Plaintiffs are seeking disgorgement of all compensation and fees paid to/collected by JP Morgan out of STS Trust assets or mineral revenues (bonuses, royalties, delay payments, etc...) in connection with its work the Trustee of the STS Trust between January 1, 2006 and the present. Similarly, the Plaintiffs are seeking reimbursement for amounts paid out of STS Trust assets or mineral revenues at the direction of JP Morgan to any third party (including but not limited to lawyers, accountants, bankers, geologists, consultants, engineers, etc...) between January 1, 2006 and the present. Plaintiffs and their counsel are continuing to evaluate the information gathered in discovery to date and discovery is ongoing.

CERTIFICATE OF SERVICE

I certify that on February 7, 2014, this document was served on the following described parties in the manner indicated below:

Patrick K. Sheehan
David Jed Williams
Hornberger Sheehan Fuller & Beiter, Inc.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209

Via U.S. Mail and Email

Kevin Beiter
McGinnis Lochridge
600 Congress Avenue, Suite 2100
Austin, TX 78701

Via U.S. Mail and Email

John Eichman
Hunton & Williams
1445 Ross Avenue, Suite 3700
Dallas, TX 75202

Via U.S. Mail and Email

Richard Tinsman
Tinsman & Sciano, Inc.
10107 McAllister Freeway
San Antonio, TX 78205

Via U.S. Mail and Email

James L. Drought
Drought, Drought & Bobbitt, L.L.P.
112 East Pecan Street, Suite 2900
San Antonio, TX 78205

Via U.S. Mail and Email

George H. Spencer, Jr.
Clemens & Spencer, P.C.
112 East Pecan, Suite 1300
San Antonio, TX 78205

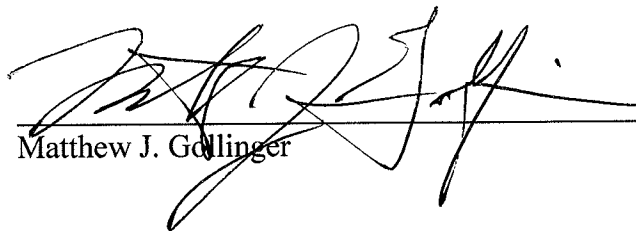
Via U.S. Mail and Email

David R. Deary
Jim L. Flegle
Michael Donley
Loewinshon Flegle Deary L.L.P.
12377 Merit Drive, Suite 900
Dallas, Texas 75251

Via U.S. Mail and Email

Fred Stumpf
Boyer Short
Nine Greenway Plaza, Suite 3100
Houston, TX 77045

Via U.S. Mail and Email



Matthew J. Gollinger

Exhibit C

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, *ET AL.*,

Plaintiffs,

JP MORGAN CHASE BANK, N.A.,
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST AND
GARY P. AYMES,

Defendants.

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IN THE DISTRICT COURT

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**U.S. BANK NATIONAL ASSOCIATION AND U.S BANK TRUST NATIONAL
ASSOCIATION SD'S OBJECTIONS AND RESPONSES TO DEFENDANTS'
SECOND SET OF INTERROGATORIES**

TO: Defendants JP Morgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust and Gary P. Aymes, by and through its attorneys of record, Patrick K. Sheehan and David Jed Williams, Hornberger Sheehan Fuller & Beiter Inc., 7373 Broadway, Suite 300, San Antonio, TX 78209; and John C. Eichman, Hunton & Williams LLP, 1445 Ross Avenue, Suite 3700, Dallas, TX 75202.

Now come Plaintiff-Intervenors U.S. Bank National Association and U.S. Bank Trust National Association SD, in their roles as trustees, co-trustees or agents for accounts holding beneficial interests in the South Texas Syndicate Trust as listed in the Amended Plea in Intervention ("Plaintiff-Intervenors"), by and through their undersigned attorneys of record, and pursuant to Rules 193 and 194 of the Texas Rules of Civil Procedure, serve the following Objections and Answers to Defendants' Second Set of Interrogatories as attached.

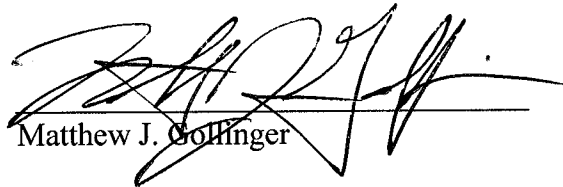
DATE: February 7, 2014

Respectfully submitted,

ZELLE HOFMANN VOELBEL & MASON LLP

JOHN B. MASSOPUST (pro hac vice)
MATTHEW J. GOLLINGER (pro hac vice)
500 Washington Avenue South, Suite 5000
Minneapolis, MN 55415
Telephone: (612) 339-2020
Facsimile: (612) 336-9100

By:



Matthew J. Gollinger

**ATTORNEYS FOR PLAINTIFF-INTERVENORS
U.S. BANK NATIONAL ASSOCIATION AND U.S.
BANK TRUST NATIONAL ASSOCIATION SD.**

ANSWERS AND OBJECTIONS TO DEFENDANTS'
SECOND SET OF INTERROGATORIES

INTERROGATORY NO. 1:

In paragraph 168 of the Petition, you allege:

Throughout its time as Trustee, JP Morgan has paid unreasonable consulting and legal fees to various third parties out of the STS Trust's assets and income. Upon information and belief, the payment of certain of these fees to third parties directly and/or indirectly benefitted JP Morgan and/or its clients other than the Trust beneficiaries, to the detriment of Plaintiffs and all beneficiaries. These payments were tainted by conflicts of interest and constituted self-dealing in violation of the Trustee's fiduciary duty of loyalty and applicable law.

Identify specifically (a) the fees paid to third parties that you claim directly and/or indirectly benefitted J.P. Morgan and/or its clients, (b) in what manner you claim J.P. Morgan and/or its clients benefitted from the payment of these fees, and (c) the factual bases for your contention that these payments were tainted by conflicts of interest and constituted self-dealing.

OBJECTION:

Plaintiff Intervenors object to this interrogatory as it fails to accurately recite allegations of the Plaintiff Intervenors. Plaintiff Intervenors further object to this interrogatory as improper, overly broad and unduly burdensome as it seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of Defendants. This interrogatory requires that Plaintiff Intervenors marshal all available proof and/or proof they intend to offer at trial. Further, Plaintiff Intervenors object to this interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiff Intervenors' claims.

ANSWER:

Subject to the foregoing objections and without waiving same, Plaintiff Intervenors refer Defendants to (without limitation) the Expert Reports and deposition testimony of the Plaintiffs' experts, the depositions of JP Morgan employees (past and present), JP Morgan's conduct in resisting resignation upon the vote of the 51% and hiring of Lazard, counsel and other third parties in the course of exploring trust alternatives, payments made to Cox & Smith for a tax opinion and litigation with Pioneer, all transactions and fees related to the confidentiality

agreement entered into by Defendants and Petrohawk, the fees and costs associated with the Hunt Oil lease amendments for the benefit of Hunt and Marubeni, as well as all fees and transactions with JP Morgan commercial clients Pioneer, Reliance, Petrohawk and/or BHP. Plaintiffs and their counsel are continuing to evaluate the information gathered in discovery to date and discovery is ongoing.

INTERROGATORY NO. 2:

Identify specifically all transactions by J.P. Morgan as Trustee of the STS where you contend J.P. Morgan engaged in self-dealing. For each transaction, identify the parties to the transaction, the date of the transaction and the basis for your contention that the transaction involved self-dealing.

OBJECTION:

Plaintiff Intervenors object to this interrogatory as it fails to accurately recite allegations of the Plaintiff Intervenors. Plaintiff Intervenors further object to this interrogatory as improper, overly broad and unduly burdensome as it seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of Defendants. This interrogatory requires that Plaintiff Intervenors marshal all available proof and/or proof they intend to offer at trial. Further, Plaintiff Intervenors object to this interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiff Intervenors' claims.

ANSWER:

Subject to the foregoing objections and without waiving same, Plaintiff Intervenors refer Defendants to (without limitation) the Expert Reports and deposition testimony of the Plaintiffs' experts, the depositions of JP Morgan employees (past and present), JP Morgan's conduct in resisting resignation upon the vote of the 51% and hiring of Lazard, counsel and other third parties in the course of exploring trust alternatives, payments made to Cox & Smith for a tax opinion and litigation with Pioneer, all transactions and fees related to the confidentiality agreement entered into by Defendants and Petrohawk, the fees and costs associated with the Hunt Oil lease amendments for the benefit of Hunt and Marubeni, as well as all fees and transactions with JP Morgan commercial clients Pioneer, Reliance, Petrohawk and/or BHP.

Plaintiffs and their counsel are continuing to evaluate the information gathered in discovery to date and discovery is ongoing.

INTERROGATORY NO. 3:

Identify specifically all transactions by J.P. Morgan as Trustee of the STS that you contend are tainted by conflicts of interest. For each transaction, identify the parties to the transaction, the date of the transaction and the basis for your contention that the transaction was tainted by conflicts of interest.

OBJECTION:

Plaintiff Intervenors object to this interrogatory as it fails to accurately recite allegations of the Plaintiff Intervenors. Plaintiff Intervenors further object to this interrogatory as improper, overly broad and unduly burdensome as it seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of Defendants. This interrogatory requires that Plaintiff Intervenors marshal all available proof and/or proof they intend to offer at trial. Further, Plaintiff Intervenors object to this interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiff Intervenors' claims.

ANSWER:

Subject to the foregoing objections and without waiving same, Plaintiff Intervenors refer Defendants to (without limitation) the Expert Reports and deposition testimony of the Plaintiffs' experts, the depositions of JP Morgan employees (past and present), JP Morgan's conduct in resisting resignation upon the vote of the 51% and hiring of Lazard, counsel and other third parties in the course of exploring trust alternatives, payments made to Cox & Smith for a tax opinion and litigation with Pioneer, all transactions and fees related to the confidentiality agreement entered into by Defendants and Petrohawk, the fees and costs associated with the Hunt Oil lease amendments for the benefit of Hunt and Marubeni, as well as all fees and transactions with JP Morgan commercial clients Pioneer, Reliance, Petrohawk and/or BHP. Plaintiffs and their counsel are continuing to evaluate the information gathered in discovery to date and discovery is ongoing.

INTERROGATORY NO. 4:

In subsection “c” of your Prayer for Relief, you ask for “[d]isgorgement of all compensation, fees, and expenses paid by the STS Trust to Defendants and to third-parties at the direction of Defendants.” Identify specifically the compensation, fees, and expenses for which you seek disgorgement.

ANSWER:

The Plaintiffs are seeking disgorgement of all compensation and fees paid to/collected by JP Morgan out of STS Trust assets or mineral revenues (bonuses, royalties, delay payments, etc...) in connection with its work the Trustee of the STS Trust between January 1, 2006 and the present. Similarly, the Plaintiffs are seeking reimbursement for amounts paid out of STS Trust assets or mineral revenues at the direction of JP Morgan to any third party (including but not limited to lawyers, accountants, bankers, geologists, consultants, engineers, etc...) between January 1, 2006 and the present. Plaintiffs and their counsel are continuing to evaluate the information gathered in discovery to date and discovery is ongoing.

CERTIFICATE OF SERVICE

I certify that on February 7, 2014, this document was served on the following described parties in the manner indicated below:

Patrick K. Sheehan
David Jed Williams
Hornberger Sheehan Fuller & Beiter, Inc.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209

Via U.S. Mail and Email

Kevin Beiter
McGinnis Lochridge
600 Congress Avenue, Suite 2100
Austin, TX 78701

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John Eichman
Hunton & Williams
1445 Ross Avenue, Suite 3700
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Richard Tinsman
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10107 McAllister Freeway
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James L. Drought
Drought, Drought & Bobbitt, L.L.P.
112 East Pecan Street, Suite 2900
San Antonio, TX 78205

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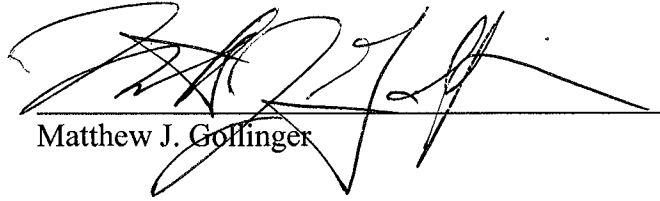
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Via U.S. Mail and Email

Fred Stumpf
Boyer Short
Nine Greenway Plaza, Suite 3100
Houston, TX 77045

Via U.S. Mail and Email



Matthew J. Gollinger

JOHN K. MEYER, ET. AL.

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IN THE DISTRICT COURT

VS.

JPMORGAN CHASE BANK, N.A.
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST
and GARY P. AYMES

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

FIAT

A hearing on **DEFENDANT JPMORGAN CHASE BANK, N.A.'S MOTION TO COMPEL ANSWERS TO DEFENDANTS' SECOND SET OF INTERROGATORIES** is hereby set for Monday, **February 24, 2014, at 8:30 a.m.** in the Presiding District Court, Room 109, Bexar County, Texas.

SIGNED ON this _____ day of February, 2014.

JUDGE PRESIDING

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing FIAT was served on the following, as indicated, on February 18, 2014:

Mr. Steven J. Badger
Ms. Ashley Bennett Jones
ZELLE HOFMANN VOELBEL & MASON LLP
901 Main Street, Suite 4000
Dallas, Texas 75202-3975

VIA EMAIL OR FACSIMILE

Mr. David R. Deary
Mr. Jim L. Flegle
LOEWINSOHN FLEGLE DEARY, L.L.P.
12377 Merit Drive, Suite 900
Dallas, Texas 75251

VIA EMAIL OR FACSIMILE

Mr. James L. Drought
DROUGHT DROUGHT & BOBBITT, LLP
112 East Pecan, Suite 2900
San Antonio, Texas 78205

VIA EMAIL OR FACSIMILE

Mr. John B. Massopust
Mr. Matthew J. Gollinger
ZELLE HOFMANN VOELBEL & MASON LLP
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415-1152

VIA EMAIL OR FACSIMILE

Mr. George Spencer, Jr.
CLEMENS & SPENCER
112 East Pecan, Suite 1300
San Antonio, Texas 78205

VIA EMAIL OR FACSIMILE

Mr. Richard Tinsman
Ms. Sharon C. Savage
TINSMAN & SCIANO, INC.
10107 McAllister Freeway
San Antonio, Texas 78205

VIA EMAIL OR FACSIMILE

Mr. Michael S. Christian
ZELLE HOFMANN VOELBEL & MASON
44 Montgomery Street, Suite 3400
San Francisco, California 94104

VIA EMAIL OR FACSIMILE

Mr. Fred W. Stumpf
Mr. Kelly M. Walne
Boyer Short
Nine Greenway Plaza, Suite 3100
Houston, Texas 77045

VIA EMAIL OR FACSIMILE

/s David Jed Williams
DAVID JED WILLIAMS

(Consolidated Under)
2010-CI-10977

JOHN K. MEYER, ET AL.,	§	IN THE DISTRICT COURT
Plaintiff,	§	
	§	
vs.	§	
	§	
JP MORGAN CHASE BANK, N.A.	§	225TH JUDICIAL DISTRICT
INDIVIDUALLY/CORPORATELY	§	
AND AS TRUSTEE OF THE SOUTH	§	
TEXAS SYNDICATE TRUST	§	
and GARY P. AYMES,	§	
Defendants.	§	BEXAR COUNTY, TEXAS

**Corporate Representative Deposition Notice for
Murphy Exploration & Production Company - USA**

TO: **CT Corporation System**
1999 Bryan St., Ste. 900
Dallas, Texas 75201

Registered Agent for:

Daniel R. Hanchera
Murphy Exploration & Production Company - USA
9805 Katy Freeway, Suite G-200
Houston, Texas 77024

Please take notice that on behalf of Plaintiffs, the oral and video deposition of the designated corporate representative of Murphy Exploration & Production Company - USA will be taken upon oral examination beginning at **9:30 a.m., February 24, 2014** and continuing from day to day until completed, at the offices of Murphy Exploration & Production Company, 9805 Katy Freeway, Suite G-200, Houston, Texas 77024, by an official court reporter.

Please take notice that this deposition will be video recorded.

The witness is directed to designate one or more persons to testify on its behalf upon the subject matters described in **Exhibit A**, attached hereto and made a part hereof.

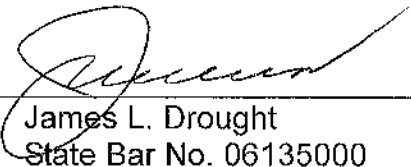
NOTE: Texas Rule of Civil Procedure 199.2 provides that when an organization is named as the witness, the organization must - a reasonable time before the deposition - designate one of more individuals to testify on its behalf and set forth, for each individual designated, the matters to which the individual will testify.

Respectfully submitted,

Richard Tinsman
State Bar No. 20064000
Sharon C. Savage
State Bar No. 0474200
TINSMAN & SCIANO, INC.
10107 McAllister Fwy
San Antonio, Texas 78216
Telephone: (210) 225-3121
Facsimile: (210) 225-6235

George H. Spencer, Jr.
State Bar No. 18921001
Robert Rosenbach
State Bar No. 17266400
CLEMENS & SPENCER, P.C.
112 East Pecan Street, Suite 1300
San Antonio, Texas 78205
Telephone: (210) 227-7121
Facsimile: (210) 227-0732

DROUGHT, DROUGHT & BOBBITT, LLP
2900 Weston Centre
112 East Pecan Street
San Antonio, Texas 78205
(210) 225-4031 Telephone
(210) 222-0586 Telecopier

By: 
James L. Drought
State Bar No. 06135000
**ATTORNEYS FOR PLAINTIFFS,
JOHN K. MEYER, ET AL.**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been sent by:

U.S. Certified Mail, Return Receipt Requested to:
 Facsimile to:
 First Class Mail to:
 Hand Delivery to:

Mr. Patrick K. Sheehan
Mr. Rudy Garza
Mr. David Jed Williams
Hornberger Sheehan Fuller Beiter Wittenberg & Garza Incorporated
7373 Broadway, Suite 300
San Antonio, TX 78209

Mr. John C. Eichman
Mr. Amy S. Bowen
Hunton & Williams LLP
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202

Mr. Fred W. Stumpf
Boyer Short, A Professional Corporation
Nine Greenway Plaza, Suite 3100
Houston, Texas 77046

on this the 13th day of February, 2014.



James L. Drought

EXHIBIT A
SUBJECT MATTERS

- (1) The Assignment and Bill of Sale effective April 1, 2011 from MLB O&G TX L.P., ACB O&G TX, L.P., TRB O&G TX, L.P., CMB O&G TX L.P., BMT O&G TX, L.P., EPB EAGLEFORD TX, L.P., ARBGT (SRB) O&G TX, L.P. and ARBGT (LMB) O7G TX, L.P. (Assignors) to Murphy Exploration & Production Company - USA (Assignee) conveying an interest in the 1,707 ac. and 3,094 ac. leases in La Salle and McMullen Counties, Texas (copy attached).
- (2) The consideration paid for the Assignment referenced in subject matter 1.

091751

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS

§
§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTIES OF LA SALLE
AND MCMULLEN

ASSIGNMENT AND BILL OF SALE

MLB O&G TX, L.P., a Texas limited partnership, ACB O&G TX, L.P., a Texas limited partnership, TRB O&G TX, L.P., a Texas limited partnership, CMB O&G TX, L.P., a Texas limited partnership, BMT O&G TX, L.P., a Texas limited partnership, EPB EAGLEFORD TX, L.P., a Texas limited partnership, ARBGT (SRB) O&G TX, L.P., a Texas limited partnership, and ARBGT (LMB) O&G TX, L.P., a Texas limited partnership, all with offices at 201 Main Street, Suite 2700, Fort Worth, Texas 76102 (collectively, "Assignor"), in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby GRANTS, SELLS, CONVEYS, ASSIGNS, AND TRANSFERS to MURPHY EXPLORATION & PRODUCTION COMPANY--USA, a Delaware corporation, with offices at 16290 Katy Freeway, Houston, Texas 77094-1606 ("Assignee"), all of Assignor's right, title and interest in and to the Property described in this Assignment and Bill of Sale (this "Assignment"), subject to the terms of this Assignment, effective as of April 1, 2011, at 7:00 a.m., Central Time (the "Effective Date"). This Assignment relates to that certain Purchase and Sale Agreement dated April 19, 2011 by and among Assignor and Assignee (the "PSA").

TO HAVE AND TO HOLD the Property unto Assignee, its successors and assigns, forever, subject to the terms and matters set forth herein:

ARTICLE I
CONVEYANCE

1.1 Capitalized Terms. Each capitalized term used in this Assignment that is not otherwise defined herein shall have the meaning for such term as defined in the PSA, which terms are incorporated herein for all purposes by such reference.

1.2 Description of the Property. The Property consists of all of Assignor's right and title to, and interest in, and all privileges and obligations appurtenant to, the following described property rights, interests, privileges and obligations (such property rights, interests, privileges and obligations, SAVE and EXCEPT the Excluded Assets described in Section 1.3 and Assignor's Retained Obligations, are hereafter referred to collectively as the "Property");

1.2.1 All oil, gas and mineral leases described in EXHIBIT A, SCHEDULE 1 (the "Leases"), together with any mineral interest, royalty interests and all other rights, titles and interests of Assignor in and to the lands covered by the Leases, including any interests in any roads, streets, highways, rights-of-way, easements or strips of land contiguous or adjacent to the

land covered by the Leases, and all other interests of Assignor of any kind or character in such Leases;

1.2.2 All oil, gas and condensate wells, and any water, CO₂ or injection wells located on any of the Leases or on any other lease or lands with which any Lease has been unitized, including the wells described in EXHIBIT A, SCHEDULE 1A (the "Wells");

1.2.3 All rights, obligations and interests in any unit or pooled area in which the Leases are included, to the extent that these rights, obligations and interests arise from and are associated with the Leases or Wells (the "Units");

1.2.4 All equipment, facilities, flow lines, pipelines, gathering systems (other than gas plant gathering systems), well pads, platforms, tank batteries, improvements, fixtures, inventory, spare parts, tools, and other personal property located on the Leases, Wells, Units, or the Permits and Easements (the "Equipment");

1.2.5 All easements, rights-of-way, licenses, permits, servitudes, surface leases, surface use agreements, surface fee tracts, and similar rights, obligations and interests to the extent applicable to or used in operating the Leases, Wells, Units, or Equipment (the "Permits and Easements");

1.2.6 To the extent assignable or transferable, with consent, if applicable, all Contracts applicable to the other rights, titles and interests included in the definition of the term "Property", including unit agreements, farmout agreements, farmin agreements, and operating agreements, including those described in EXHIBIT A, SCHEDULE 2 (collectively, the "Related Contracts");

1.2.7 Subject to Section 6.5.1 of the PSA, all lease files, right-of-way files, well files (including well logs), production records, division order files, abstracts, title opinions, and contract files, insofar as they are directly related to any or all of the Leases, Wells, Units, Equipment, Permits and Easements and Related Contracts (the "Property Records");

1.2.8 To the extent that they may be assigned (with consent, if applicable), all geophysical, seismic and related technical data that are owned or licensed by Assignor or its Affiliates and that are not subject to license or other restrictions with third parties that would prevent Assignor from assigning same to Assignee without payment of fees or other penalties (unless Assignee has agreed in writing to pay such fees or penalties), to the extent primarily relating to any of the Leases, Wells, Units, Equipment, Permits and Easements, Related Contracts or Property Records, excluding Contract # 10-09-023 DSL dated October 1, 2010, between Seitel Data and BOPCO, L.P.;

1.2.9 To the extent that they may be assigned (with consent, if applicable), all right to indemnities (except with respect to the Retained Obligations) and releases from third parties relating to the Property and, to the extent not assignable, the benefit of such indemnities and releases;

1.2.10 All Hydrocarbons within, produced from or attributable to the Leases and Wells, including any Hydrocarbons in storage tanks or existing in pipelines or plants (including

inventory) and above the pipeline connection or upstream of the sales meter from and after the Effective Date;

1.2.11 All Production Imbalances relating to the Leases, Wells or Units; and

1.2.12 All proceeds, benefits, income or revenues with respect to the Leases, Wells, Units and Related Contracts attributable to the period from and after the Effective Date.

1.3 Exclusions from the Property. Notwithstanding any other provision of this Assignment or the PSA, the Property to be conveyed and assigned under this Assignment does not include the following, all of which are reserved by Assignor (the "Excluded Assets"):

1.3.1 All geophysical and other seismic and related technical data and information relating to the Property to the extent that such geophysical and other seismic and related technical data and information is not transferable without payment of a fee or other penalty which Assignee has not separately agreed in writing to pay;

1.3.2 Assignor's corporate, financial and tax records, and legal files (except title opinions, abstracts and other muniments of title), except that Assignor will provide Assignee, upon reasonable request, with copies of any tax records that relate to the Properties;

1.3.3 Any records or information that Assignor considers proprietary or confidential (including employee information, internal valuation data, reservoir and field studies, future work plans, business plans, reserve reports, transaction proposals and related information and correspondence, business studies, bids and documents protected by any privilege), and which Assignor cannot legally provide to Assignee because of third party restrictions;

1.3.4 Trade credits and rebates from contractors, vendors and co-owners (including unpaid joint interest billings), and adjustments or refunds attributable to Assignor's interest in the Property that relate to any period before the Effective Date, including any imbalances attributable to the Property downstream of the pipeline connection or sales meter or at gas processing plants and associated make-up or cash settlement rights, transportation tax credits and refunds, tariff refunds, take-or-pay claims, insurance premium adjustments, and audit adjustments under the Related Contracts;

1.3.5 Claims of Assignor for refund of or loss carry forwards with respect to: (i) production, windfall profit, severance, ad valorem or any other taxes attributable to any period prior to the Effective Date (as determined pursuant to Sections 9.2 and 9.3 of the PSA); (ii) income or franchise taxes of Assignor; and (iii) any taxes attributable to the excluded items described in this Section 1.3;

1.3.6 Except suspense accounts paid to Assignee pursuant to Section 11.3 of the PSA, all deposits, cash, checks in process of collection, cash equivalents, accounts and notes receivable and other funds attributable to any periods before the Effective Date, and security or other deposits made with third parties prior to the Effective Date;

1.3.7 All proceeds, benefits, income or revenues with respect to the Property attributable to periods prior to the Effective Date;

1.3.8 All swap, futures, or derivative contracts backed by or related to the Hydrocarbons; and

1.3.9 The proper plugging and abandonment of the STS A #1 Well (API number 42-31133967) in compliance with all applicable Laws.

1.4 **Purchase and Sale Agreement.** This Assignment is made and accepted subject to all of the terms of the PSA, which are hereby deemed incorporated by reference into this Assignment to the fullest extent permitted by law. In the event of a conflict between the provisions of this Assignment and the provisions of the PSA, other than capitalized terms defined in this Agreement, the provisions of the PSA shall take precedence.

ARTICLE II

SPECIAL WARRANTY; DISCLAIMER OF WARRANTIES

2.1 **Special Warranty of Title.** EXCEPT AS EXPRESSLY SET FORTH HERBIN OR IN THE PSA, ASSIGNOR HEREBY CONVEYS THE PROPERTY TO ASSIGNEE WITHOUT WARRANTY OF TITLE, EXPRESS, STATUTORY OR IMPLIED, EXCEPT ASSIGNOR WARRANTS TITLE TO THE PROPERTY UNTO ASSIGNEE AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH OR UNDER ASSIGNOR OR ANY OF ITS AFFILIATES, BUT NOT OTHERWISE, SUBJECT, HOWEVER, TO THE PERMITTED ENCUMBRANCES (THE "**SPECIAL WARRANTY**"). EXCEPT FOR PURPOSES OF THE SPECIAL WARRANTY, IT IS UNDERSTOOD AND AGREED THAT ANY STATEMENT OF INTERESTS IN EXHIBIT A OF THE PSA OR IN EXHIBIT A OF THIS ASSIGNMENT IS NOT A WARRANTY OR REPRESENTATION BY ASSIGNOR IN THIS ASSIGNMENT REGARDING ASSIGNOR'S OWNERSHIP INTEREST IN THE PROPERTY.

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR AS STATED IN SECTIONS 3.2.12 AND 3.2.19 OF THE PSA, SPECIFICALLY WITH RESPECT TO THE PERMITS AND EASEMENTS, ASSIGNOR EXPRESSLY DISCLAIMS, AND ASSIGNEE HEREBY WAIVES, ALL WARRANTIES AND REPRESENTATIONS THAT ASSIGNOR OWNS THE PERMITS AND EASEMENTS, THAT THEY ARE IN FORCE AND EFFECT, THAT THEY MAY BE ASSIGNED, THAT THEY ARE CONTIGUOUS, THAT THE EQUIPMENT LIES WITHIN THE PERMITS AND EASEMENTS, OR THAT THEY GRANT THE RIGHT TO LAY, MAINTAIN, REPAIR, REPLACE, OPERATE, CONSTRUCT, OR REMOVE THE EQUIPMENT. ASSIGNOR EXPRESSLY DISCLAIMS, AND ASSIGNEE HEREBY WAIVES, ALL WARRANTIES AND REPRESENTATIONS THAT THERE ARE ANY PERMITS AND EASEMENTS IN FORCE AND EFFECT WITH RESPECT TO THE EQUIPMENT.

2.2 **Condition and Fitness of the Property.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR EXPRESSLY SET FORTH IN THIS ASSIGNMENT AND IN THE PSA, AND THE SPECIAL WARRANTY, ASSIGNOR HEREBY CONVEYS THE PROPERTY TO ASSIGNEE WITHOUT ANY EXPRESS, STATUTORY OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND, INCLUDING WARRANTIES RELATING TO: (i) THE CONDITION OR

MERCHANTABILITY OF THE PROPERTY; (ii) THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE; OR (iii) FREEDOM FROM OTHER DEFECTS. BEFORE CLOSING, ASSIGNEE HAS INSPECTED, WILL INSPECT OR HAS OR WILL HAVE BEEN GIVEN THE OPPORTUNITY TO INSPECT, THE PROPERTY AND SUBJECT TO ASSIGNEE'S RIGHTS UNDER ARTICLES 3, 4, 5 AND 8 OF THE PSA, WILL ACCEPT THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND IN ITS PRESENT CONDITION AND STATE OF REPAIR. WITHOUT LIMITING THE FOREGOING, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY AS TO: (w) THE VALUE, QUALITY, QUANTITY, VOLUME OR DELIVERABILITY OF ANY OIL, GAS OR OTHER MINERALS OR RESERVES (IF ANY) IN, UNDER OR ATTRIBUTABLE TO THE PROPERTY (INCLUDING PRODUCTION RATES, DECLINE RATES AND RECOMPLETION OR DRILLING OPPORTUNITIES); (x) THE PHYSICAL, OPERATING, REGULATORY COMPLIANCE, SAFETY OR ENVIRONMENTAL CONDITION OF THE PROPERTY; (y) PROJECTIONS AS TO EVENTS THAT COULD OR COULD NOT OCCUR; OR (z) THE GEOLOGICAL OR ENGINEERING CONDITION OF THE PROPERTY OR ANY VALUE THEREOF.

2.3 NORM. ASSIGNEE ACKNOWLEDGES THAT IT HAS BEEN INFORMED THAT OIL AND GAS PRODUCING FORMATIONS CAN CONTAIN NATURALLY OCCURRING RADIOACTIVE MATERIAL. SCALE FORMATION OR SLUDGE DEPOSITS CAN CONCENTRATE LOW LEVELS OF NORM ON EQUIPMENT, MATERIALS AND OTHER PROPERTY. SOME OR ALL OF THE EQUIPMENT, MATERIALS AND OTHER PROPERTY SUBJECT TO THIS ASSIGNMENT MAY HAVE LEVELS OF NORM ABOVE BACKGROUND LEVELS. A HEALTH HAZARD MAY EXIST IN CONNECTION WITH THIS EQUIPMENT, MATERIALS AND OTHER PROPERTY BY REASON THEREOF. THEREFORE, ASSIGNEE MAY NEED TO FOLLOW SAFETY PROCEDURES WHEN HANDLING THIS EQUIPMENT, MATERIALS AND OTHER PROPERTY.

ARTICLE III OTHER PROVISIONS

3.1 Further Assurances. Assignee and Assignor agree to execute, acknowledge and deliver from time to time such further instruments and do such other acts as are reasonably requested by the other Party to effectuate the purposes of this Assignment or of the PSA.

3.2 Successors and Assigns. The provisions of this Assignment shall be covenants running with the land, and this Assignment binds and inures to the benefit of the Parties and their respective permitted successors and assigns, and all the terms, provisions, covenants, obligations, indemnities, representations, warranties and conditions of this Assignment shall be enforceable by the Parties and their respective permitted successors and assigns.

3.3 Assumption of Obligations. By its acceptance of this Assignment, Assignee shall comply with and docs hereby assume and agree to perform Assignee's proportionate part of all express and implied covenants, obligations and reservations contained in the Leases and to which the Property is subject and shall bear its proportionate share of all existing burdens on the Leases, all to the extent provided in the PSA. In addition, Assignee hereby (i) accepts all of Assignor's right, title and interest in and to the Related Contracts, (ii) assumes and agrees to be

bound by the terms thereof, (iii) agrees to assume Assignor's obligations and liabilities thereunder, as set forth in the PSA, (iv) agrees that this Assignment is subject to the Related Contracts to the extent required by their terms or applicable law, and (v) expressly adopts, ratifies and confirms the Related Contracts.

3.4 **Counterparts.** This Assignment may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one document.

3.5 **Attachments.** The Exhibits attached to this Assignment (including any Preamble thereto) and the Schedules to which reference is herein made are incorporated herein by reference and made a part hereof for all purposes.

3.6 **Governing Law.** THIS ASSIGNMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS-OF-LAW RULE OR PRINCIPLE THAT MIGHT APPLY THE LAW OF ANOTHER JURISDICTION. THE ASSIGNMENT DOCUMENTS, AND ANY OTHER INSTRUMENTS OF CONVEYANCE EXECUTED UNDER THIS ASSIGNMENT, WILL BE GOVERNED BY AND MUST BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE WHERE THE PROPERTY TO WHICH THEY PERTAIN IS LOCATED, EXCLUDING ANY CONFLICTS-OF-LAW RULE OR PRINCIPLE THAT MIGHT APPLY THE LAW OF ANOTHER JURISDICTION. THE PARTIES CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE COURTS OF THE STATE OF TEXAS FOR ANY ACTION ARISING OUT OF THIS ASSIGNMENT, THE PSA, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

3.7 **Severability.** If any provision of this Assignment is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed modified to the extent necessary to make it valid and enforceable and if it cannot be so modified, it shall be deemed deleted and the remainder of this Assignment shall continue and remain in full force and effect.

3.8 **Subsequent Assignments.** If Assignee sells, transfers or assigns all or a portion of the Property, (i) the PSA shall remain in effect between Assignor and Assignee as to the Property regardless of such sale or assignment (and Assignee will remain obligated thereunder), and (ii) all assignees, successors and assigns of Assignee with respect to all or any portion of the Property shall be subject to and obligated to perform all obligations of Assignee under this Assignment and the PSA, to the extent related or applicable to the Property or portion thereof acquired by them.

[The remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, the authorized representatives of Assignor and Assignee execute this Assignment on the dates set forth in their respective acknowledgments hereto to be effective for all purposes as of the Effective Date.

ASSIGNOR:

MLB O&G TX, L.P.
ACB O&G TX, L.P.
TRB O&G TX, L.P.
CMB O&G TX, L.P.
BMT O&G TX, L.P.
ARBGT (SRB) O&G TX, L.P., and
ARBGT (LMB) O&G TX, L.P.

By: W. Frank McCreight
W. Frank McCreight, Vice President

EPB EAGLEFORD TX, L.P.

By: EPB Eagleford TX Genpar, L.L.C., its General Partner

By: Mike Groomer
Mike Groomer, Chief Executive Officer and President

ASSIGNEE:

MURPHY EXPLORATION & PRODUCTION COMPANY—USA

By: DAS HANCHERA

Printed Name: DAS HANCHERA

Title: VP - BUSINESS DEVELOPMENT

IN WITNESS WHEREOF, the authorized representatives of Assignor and Assignee execute this Assignment on the dates set forth in their respective acknowledgments hereto to be effective for all purposes as of the Effective Date.

ASSIGNOR:

MLB O&G TX, L.P.
ACB O&G TX, L.P.
TRB O&G TX, L.P.
CMB O&G TX, L.P.
BMT O&G TX, L.P.
ARBGT (SRB) O&G TX, L.P., and
ARBGT (LMB) O&G TX, L.P.

By: _____
W. Frank McCreight, Vice President

EPB EAGLEFORD TX, L.P.

By: EPB Eagleford TX Gaspar, L.L.C., its General Partner

By: _____
Mike Groomer, Chief Executive Officer and President

ASSIGNEE:

MURPHY EXPLORATION & PRODUCTION COMPANY—USA

By: _____
Dan Hanchera

Printed Name: Dan Hanchera

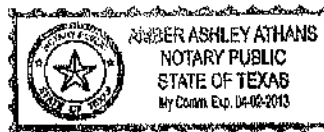
Title: VP, Business Development

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 19th day of May, 2011, by W. Frank McCreight, as Vice President of **MLB O&G TX, L.P.**, a Texas limited partnership, **ACB O&G TX, L.P.**, a Texas limited partnership, **TRB O&G TX, L.P.**, a Texas limited partnership, **CMB O&G TX, L.P.**, a Texas limited partnership, **BMT O&G TX, L.P.**, a Texas limited partnership, **ARBGT (SRB) O&G TX, L.P.**, a Texas limited partnership, and **ARBGT (LMB) O&G TX, L.P.**, a Texas limited partnership, on behalf of said limited partnerships.

Amber Ashley Athans
Notary Public, State of Texas
Printed Name: Amber Ashley Athans
My commission expires: 4-2-13



STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 19th day of May, 2011, by Mike Groomer, as Chief Executive Officer and President of **EPB Eagleford TX Genpar, L.L.C.**, the General Partner of **EPB EAGLEFORD TX, L.P.**, a Texas limited partnership, on behalf of said limited partnership.

Sharon Lee McClung
Notary Public, State of Texas
Printed Name: _____
My commission expires: _____



STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged before me on the 17th day of May, 2011, by Dan Sanchez as VP Business Development of MURPHY EXPLORATION & PRODUCTION COMPANY, USA, a Delaware corporation, on behalf of said corporation.



Billie Fae Johnson
Notary Public, State of Texas
Printed Name: Billie Fae Johnson
My commission expires: May 30, 2012

Exhibit A, Schedule 1

Attached to and made a part of that certain Assignment and Bill of Sale dated effective April 1, 2011, at 7:00 a.m. CST Among BMT O&G TX, L.P., ARBGT (SRB) O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., CMB O&G TX, L.P., ACB O&G TX, L.P., TRB O&G TX, L.P., MLB O&G TX, L.P., EPB EAGLEFORD TX, L.P., as Sellers, and MURPHY EXPLORATION & PRODUCTION COMPANY USA, as Buyer

Mula Pasture Oil and Gas Leases

LEASE NUMBER: 53824
LESSOR: SOUTH TEXAS SYNDICATE TRUST
LESSEE: BROAD OAK ENERGY, INC.
LEASE DATE: 7/25/2006 GROSS: 4,888.367500 NET: 4,888.367500

RECORDING:	<u>VOLUME</u>	<u>PAGE #</u>	<u>ENTRY</u>	<u>STATE</u>	<u>COUNTY</u>
	459	53	78911	TEXAS	LASALLE
	528	472	89952	TEXAS	LASALLE

DESCRIPTION: SURVEY: CCSD&RGNG RR CO, ABS 850, SEC 757: N/2
SURVEY: H&GN RR CO, ABS 216, SEC 33
SURVEY: H&GN RR CO, ABS 217, SEC 35
SURVEY: H&GN RR CO, ABS 220, SEC 41
SURVEY: H&GN RR CO, ABS 322, SEC 247
SURVEY: H&GN RR CO, ABS 323, SEC 249: 5/2; N/2
SURVEY: HUMMEL, S, ABS 1391, SEC 42
SURVEY: VON ROEDER, G W, ABS 1314, SEC 34
SURVEY: CURTIS, R, ABS 1138, SEC 248

LEASE NUMBER: 53825
LESSOR: SOUTH TEXAS SYNDICATE TRUST
LESSEE: LONE STAR PETROLEUM CORPORATION
LEASE DATE: 3/15/2006 GROSS: 683.4800 NET: 683.4800

RECORDING:	<u>VOLUME</u>	<u>PAGE #</u>	<u>ENTRY</u>	<u>STATE</u>	<u>COUNTY</u>
	444	449		TEXAS	MCMULLEN
	451	297		TEXAS	MCMULLEN

DESCRIPTION: SURVEY: GWT&P RR CO, ABS 534, SEC 5: N/2
SURVEY: LANE, M E, ABS 620, SEC 6: NE/4
SURVEY: LANE, M E, ABS 688, SEC 10: NW/4

Exhibit A, Schedule 1

Attached to and made a part of that certain Assignment and Bill of Sale dated effective April 1, 2011, at 7:00 a.m. CST Among BMT O&G TX, L.P., ARBGT (SRB) O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., CMB O&G TX, L.P., ACB O&G TX, L.P., TRB O&G TX, L.P., MLB O&G TX, L.P., EPB EAGLEFORD TX, L.P.; as Sellers, and MURPHY EXPLORATION & PRODUCTION COMPANY USA, as Buyer

Mula Pasture Oil and Gas Leases

LEASE NUMBER: 53826
 LESSOR: SOUTH TEXAS SYNDICATE TRUST
 LESSEE: BROAD OAK ENERGY, INC.
 LEASE DATE: 2/26/2007 GROSS: 1,707.555000 NET: 1,707.555000

RECORDING:	VOLUME	PAGE #	ENTRY	STATE	COUNTY
	461	525	79395	TEXAS	LASALLE
	451	136	62602	TEXAS	MCMULLEN
	528	472	89952	TEXAS	LASALLE
	OPR-1	593	68005	TEXAS	MCMULLEN

DESCRIPTION: SURVEY: CCSD&RGNG RR CO, ABS 851, SEC 759
 SURVEY: BS&F, ABS 577, SEC 1
 SURVEY: GWT&P RR CO, ABS 533, SEC 7: N/2
 SURVEY: GWT&P RR CO, ABS 537, SEC 11
 SURVEY: GWT&P RR CO, ABS 538, SEC 13
 SURVEY: LANE, M E, ABS 621, SEC 8: N/2
 SURVEY: LANE, M E, ABS 622, SEC 30

LEASE NUMBER: 53827
 LESSOR: SOUTH TEXAS SYNDICATE TRUST
 LESSEE: BROAD OAK ENERGY, INC.
 LEASE DATE: 7/25/2006 GROSS: 3,094.077000 NET: 3,094.077000

RECORDING:	VOLUME	PAGE #	ENTRY	STATE	COUNTY
	459	55	78912	TEXAS	LASALLE
	448	148	62192	TEXAS	MCMULLEN

DESCRIPTION: SURVEY: RUDDER, MRS E M, ABS 938, SEC 503
 SURVEY: H&OB RR CO, ABS 584, SEC 29: N/2 N/2
 SURVEY: LANE, M E, ABS 620, SEC 6
 SURVEY: LANE, M E, ABS 619, SEC 4
 SURVEY: GWT&P RR CO, ABS 534, SEC 5: S/2
 SURVEY: LANE, M E, ABS 688, SEC 10
 SURVEY: LANE, J W, ABS 693, SEC 26
 SURVEY: LANE, J W, ABS 692, SEC 18
 SURVEY: CCSD&RGNG RR CO, ABS 596, SEC 45
 SURVEY: GWT&P RR CO, ABS 540, SEC 17

Exhibit A, Schedule 1

Attached to and made a part of that certain Assignment and Bill of Sale dated effective April 1, 2011, at 7:00 a.m. CST Among BMT O&G TX, L.P., ARBGT (SRB) O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., CMB O&G TX, L.P., ACB O&G TX, L.P., TRB O&G TX, L.P., MLB O&G TX, L.P., EPB EAGLEFORD TX, L.P., as Sellers, and MURPHY EXPLORATION & PRODUCTION COMPANY USA, as Buyer

Mula Pasture Oil and Gas Leases

LEASE NUMBER: 53827 (CONT. FROM PREVIOUS PAGE)

SURVEY: PETTUS, S O, ABS 353, SEC 4

SURVEY: DIAZ, J1, ABS 175, SEC 3

SURVEY: RUDDER, MRS E M, ABS 939, SEC 506

In all of the above named Mula Pasture Leases in LaSalle and McMullen Counties, Texas:

- Seller's Working Interest – 50%
- Seller's Net Revenue Interest – 37.50%

Exhibit A, Schedule 1A

Attached to and made a part of that certain Assignment and Bill of Sale dated effective April 1, 2011, at 7:00 a.m. CST Among BMT O&G TX, L.P., ARBGT (SRB) O&G TX, L.P., ARBGT (LMB) O&G TX, L.P., CMB O&G TX, L.P., ACB O&G TX, L.P., TRB O&G TX, L.P., MLB O&G TX, L.P., EPB EAGLEFORD TX, L.P., as Sellers, and MURPHY EXPLORATION & PRODUCTION COMPANY USA, as Buyer

WELLS

Non-Operated

<u>WELL/UNIT NAME</u>	<u>API #</u>	<u>Prop #</u>	<u>WI</u>	<u>NRI</u>	<u>COUNTY</u>
STS 1391 #1H	42-28332300	13387-01	0.5000000	0.3750000	LaSalle
STS A-216 (Water Well)		N/A	0.5000000	0.3750000	LaSalle

Exhibit A, Schedule 2

Attached To And Made A Part Of That Certain Assignment
And Bill of Sale Dated
Effective April 1, 2011, at 7:00 a.m. CST

Among M&B O&G TX, L.P., ACS O&G TX, L.P., THE O&G TX, L.P., CMB O&G TX, L.P., BMT O&G TX, L.P.,
EPB EAGLEFORD TX, L.P., ARBET (SRB) O&G TX, L.P., ARBGT (LMB) O&G TX, L.P.,
as Seller and MURPHY EXPLORATION & PRODUCTION COMPANY USA, as Buyer

RELATED CONTRACTS

Contract #	Property Name	Original Party	Other Parties	DATE	CONTRACT TYPE	COUNTY
TX 586-3	STS 1391 #11	Hunt Oil Company	BMT O&G TX, L.P., etal	1/1/2010	JOA	LaSalle/McMullen
Lea 53824, 53825 53826, 53827		Broad Oak Energy, Inc.	Hunt Oil Company/BOFCO, L.P.	10/18/2009 as amended 10/15/2005	Letter Agreement	LaSalle/McMullen
	STS A-216 Water Well	OIG Partnership etal	Hunt Oil Company	6/7/2010	Easement and Surface Use Agreement	LaSalle

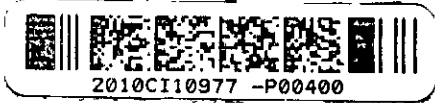
VOL. 542 PAGE 259

FILED: June 15, 2011 AT 2:05 P M.
RECORDED: July 25, 2011 AT 3:40 P M.

MARGARITA A. ESQUEDA, COUNTY CLERK
LA SALLE COUNTY, TEXAS
BY: [Signature] DEPUTY

Document scanned as filed.

1 1/2 hr. JUDGE'S NOTES



CAUSE NO.: 2010CI10977

COURT: 225

DATE/TIME: 01/29/2014 08:30AM

SETTING COURT: 109

STYLE: JOHN K MEYER VS. JP MORGAN CHASE BANK N A ET AL

DISCOVERY LEVEL: 2

ATTORNEY(S) FOR CASE:

- GEORGE SPENCER JR ✓
- PATRICK SHEEHAN
- JIM FLEGLE
- JOHN MASSOPUST
- RUDY GARZA
- DAVID WILLIAMS ✓
- RICHARD TINSMAN ✓
- DAVID PRICHARD

- MARK RANDOLPH
- JAMES DROUGHT ✓
- STEVEN BADGER
- MATTHEW GOLLINGER ✓
- JOHN EICHMAN ✓
- MARK JOSEPHS
- FRED STUMPF

JP Morgan

TT John Meyer

1 AM BALDWIN ✓
STEPHANIE CURETE ✓

FILED
DONNA KAY MCKINNEY
DISTRICT CLERK
BEXAR COUNTY
14 JAN 29 PM 3:33
DEPUTY
Charles

THIS CASE HAS 15 OR MORE ATTORNEYS

TYPE OF MOTION OR APPLICATION:

NON-JURY **RESET ON M/T COMPEL**

CONFERRING _____ ESTIMATE HEARING TIME _____

AGREED ORDER _____ ASSIGNED COURT _____

DROP _____ RECORD TAKEN _____

INTERPRETER _____ RESET DATE _____ TIME _____

DATE OF NOTES _____

JUDGE INITIALS _____

1/29/14 - Mot. to Compel -

① TT's Mot. to Compel - Rfp 1 - overruled.
produce subj. to confidentiality agreement.

Rfp 2 - passed

Rfp 3 - Fid. Governance Committee - redacted minutes already produced is sufficient

② 2 Mot to Compel - Pioneer litigation - Henry

Cause No. 2010-CI-10977

JOHN K. MEYER, ET AL.,	§	IN THE DISTRICT COURT
	§	
PLAINTIFFS,	§	
	§	
VS.	§	
	§	225TH JUDICIAL DISTRICT
	§	
JPMORGAN CHASE BANK, N.A.	§	
INDIVIDUALLY/CORPORATELY	§	
AND AS TRUSTEE OF THE SOUTH	§	
TEXAS SYNDICATE TRUST AND	§	
GARY P. AMES,	§	
	§	
DEFENDANTS.	§	BEXAR COUNTY, TEXAS

**JPMORGAN CHASE BANK, N.A.’S SPECIAL EXCEPTIONS
TO PLAINTIFFS’ FIFTH AMENDED PETITION**

Defendant JPMorgan Chase Bank, N.A. (“JPMorgan”), individually and as trustee of the South Texas Syndicate Trust, files these Special Exceptions to Plaintiffs’ Fifth Amended Petition, as follows:

**I.
INTRODUCTION**

Plaintiffs, beneficiaries of the South Texas Syndicate Trust (“STS”), assert vague claims that JPMorgan, as trustee of STS, breached its fiduciary duties by engaging in some type of self-dealing or by having some type of conflict of interest. However, Plaintiffs’ Fifth Amended Petition (the “Petition”) is impermissibly general and vague because it, among other things, fails to point out with any detail all the specific transactions on which JPMorgan allegedly engaged in

self-dealing or had conflicts of interest.¹ That lack of specificity, particularly when coupled with the Plaintiffs' failure to be any more specific in responding to discovery requests directed to these issues,² unfairly prejudices JPMorgan's ability to defend against the Plaintiffs' claims. In addition, Plaintiffs fail to specify the maximum amount of damages claimed. Accordingly, JPMorgan respectfully requests that the Court sustain its special exceptions and order Plaintiffs to re-plead their claims that JPMorgan breached its fiduciary duties by engaging in self-dealing or by having some type of conflicts of interest and also setting forth the maximum amount of damages claimed.

II. **ARGUMENT AND AUTHORITIES**

“Special exceptions may be used to challenge the sufficiency of a pleading.” *Friesenhahn v. Ryan*, 960 S.W.2d 656, 658 (Tex. 1998); *see Baylor Univ. v. Sonnichsen*, 221 S.W.3d 632, 635 (Tex. 2007) (“The purpose of a special exception is to compel clarification of pleadings when the pleadings are not clear or sufficiently specific or fail to plead a cause of action.”); *see* Tex. R. Civ. P. 91. A petition sufficiently states a claim “if it gives fair and adequate notice of **the facts** upon which the pleader bases his claim.” *Horizon/CMS Healthcare Corp. v. Auld*, 34 S.W.3d 887, 897 (Tex. 2000) (emphasis added).

“In determining if a cause of action has been pleaded, the court must be able to determine from the pleadings alone the elements of the cause of action and the relief sought with reasonable certainty and without resorting to other sources.” *Fairdale Ltd. v. Sellers*, 651 S.W.2d 725 (Tex.

¹ Plaintiffs erroneously refer to “self-dealing” and “conflict of interest” interchangeably in the Petition and throughout the course of this litigation. Those concepts are not the same. *See generally, InterFirst Bank, N.A. v. Risser*, 739 S.W.2d 882 (Tex. App.-Texarkana, no writ).

² *See* JPMorgan's Motion to Compel Answers to Interrogatories filed simultaneously with these special exceptions.

1982) (emphasis added). When the trial court sustains special exceptions, it generally must give the pleader an opportunity to amend his or her pleading, unless the pleading defect is one that amendment cannot cure. *Sonnichsen*, 221 S.W.3d at 635. If the defect is not curable, dismissal is proper. *Id.* (finding that the trial court did not abuse its discretion in sustaining movant’s special exceptions and dismissing the plaintiff’s breach of contract claim because the pleading deficiency could not have been corrected by re-pleading).

A. Plaintiffs’ Allegations are Inadequate and Fail to Identify “Transactions.”

Texas law places limits on a trustee’s authority to engage in certain transactions with itself, its affiliates or its business associates. *See, e.g.*, TEX. PROP. CODE § 113.053 (imposing limits regarding the purchase or sale of trust property). The trustee is entitled to fair notice of the claims against it. That fair notice necessarily includes identification of which specific transactions the Plaintiffs are complaining about. Accordingly, it is essential that JPMorgan be informed what the specific “self-dealing” transactions are that the Plaintiffs are complaining about and the Petition fails to provide any detail whatsoever.

Here, the Petition sets forth the following general allegations that arguably relate to their claims of self-dealing and conflicts of interest:

163. Instead of performing its duties as trustee in the exercise of prudence and good judgment consistent with its fiduciary obligations to the beneficiaries of the STS Trust, JP Morgan has administered and managed the STS Trust to produce profits for itself and various banking clients of JP Morgan, among other things.

* * *

171. JP Morgan has failed to disclose conflicts of interest on a number of transactions. These failures include, but are not limited to, negotiating mineral leases with Petrohawk and Reliance and litigating mineral lease rights with Pioneer and EOG. Such conduct is to the detriment of the Plaintiffs and the other beneficiaries and a violation of the Trustee's fiduciary duties, Texas trust statutes and other applicable law. Under Texas law, JP Morgan must be held accountable to the STS Trust beneficiaries.

* * *

185. Through the activity set out herein, Defendants breached their fiduciary duties to Plaintiffs, including but not limited to, the following actions and inactions:

....

- i. Failing to fulfill the fiduciary duties of good faith, fair dealing, loyalty, and fidelity over the Trust's affairs and the Trust property by, *inter alia*, entering into arrangements with third parties that present an actual or potential conflict of interest for the Trustee to the detriment of Plaintiffs and other beneficiaries, including arrangements with Petrohawk, Pioneer, and EOG;

* * *

- k. Failing to fulfill the duty to not engage in self-dealing by, *inter alia*, entering into arrangements with third parties that directly or indirectly benefited the Trustee to the detriment of Plaintiffs and other beneficiaries;

However, none of these allegations provides the requisite level of detail to enable JPMorgan to identify the specific transactions being complained of.

Moreover, and as previously indicated, the allegation that JPMorgan engaged in self-dealing is not interchangeable with the allegation that JPMorgan had an actual or potential conflict of interest. *See Risser*, 739 S.W.2d at 898-99. Here, Plaintiffs have vaguely referred to both interchangeably and should be required to clearly distinguish between the two and provide specific detail as to the purported transactions engaged in by JPMorgan which amounted to self-dealing and those that involve a conflict of interest. Accordingly, Plaintiffs should be required under Rule 91 to re-plead their allegations of self-dealing and conflict of interest to provide sufficient detail.

B. JPMorgan Requests that Plaintiffs Amend to Specify the Maximum Amount of Damages.

Under Texas Rule of Civil Procedure 47, “upon special exception the court shall require the pleader to amend so as to specify the maximum amount [of damages] claimed.” By this special exception, JPMorgan is requesting that Plaintiffs specify their maximum amount of damages claimed.

III.
CONCLUSION

For these reasons, Defendant JPMorgan respectfully requests that the Court sustain its special exceptions, order Plaintiffs’ to re-plead their claims of self-dealing and conflict of interest providing “fair and adequate notice of the facts upon which” they base such claims and requiring that Plaintiffs amend their petition to specify the maximum amount of damages claimed, and dismiss those claims that contain defects incurable by amendment.

Respectfully submitted,

HORNBERGER SHEEHAN FULLER
WITTENBERG & GARZA INCORPORATED

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HUNTON & WILLIAMS LLP

By: /s/ John C. Eichman
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1445 Ross Avenue, Suite 3700
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Telephone: (214) 979-3000
Facsimile: (214) 880-0011

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been served on the following counsel of record via the electronic service manager and/or by email on this 18th day of February, 2014.

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/s/ John C. Eichman
John C. Eichman

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.

§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

VS.

JPMORGAN CHASE BANK, N.A.
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST
and GARY P. AYMES

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

FIAT

A hearing on **JPMORGAN CHASE BANK, N.A.’S SPECIAL EXCEPTIONS TO PLAINTIFFS’ FIFTH AMENDED PETITION** is hereby set for Monday, **February 24, 2014, at 8:30 a.m.** in the Presiding District Court, Room 109, Bexar County, Texas.

SIGNED ON this _____ day of February, 2014.

JUDGE PRESIDING

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing FIAT was served on the following, as indicated, on February 18, 2014:

Mr. Steven J. Badger
Ms. Ashley Bennett Jones
ZELLE HOFMANN VOELBEL & MASON LLP
901 Main Street, Suite 4000
Dallas, Texas 75202-3975

VIA EMAIL OR FACSIMILE

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Mr. Jim L. Flegle
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Dallas, Texas 75251

VIA EMAIL OR FACSIMILE

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VIA EMAIL OR FACSIMILE

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Mr. Matthew J. Gollinger
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VIA EMAIL OR FACSIMILE

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VIA EMAIL OR FACSIMILE

Mr. Michael S. Christian
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VIA EMAIL OR FACSIMILE

Mr. Fred W. Stumpf
Mr. Kelly M. Walne
Boyer Short
Nine Greenway Plaza, Suite 3100
Houston, Texas 77045

VIA EMAIL OR FACSIMILE

/s David Jed Williams
DAVID JED WILLIAMS

(Consolidated Under)
CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL.	§	IN THE DISTRICT COURT
Plaintiffs,	§	
	§	
vs.	§	
	§	
JP MORGAN CHASE BANK, N.A.	§	225TH JUDICIAL DISTRICT
INDIVIDUALLY/CORPORATELY	§	
AND AS TRUSTEE OF THE SOUTH	§	
TEXAS SYNDICATE TRUST	§	
and GARY P. AYMES,	§	
Defendants.	§	BEXAR COUNTY, TEXAS

**PLAINTIFFS' OBJECTION TO DEFENDANTS' REQUEST FOR
PRODUCTION AND MOTION TO QUASH SUBPOENA**

(Lucian Morrison)

Plaintiffs John Meyer, et al, file this Objection to Defendants' Request for Production and Motion to Quash Subpoena against Defendants, JP Morgan and Gary Aymes, with respect to their Notice of Request for Production of Documents to Lucian L. Morrison, and would respectfully show the Court the following:

I.

1. On or about January 14, 2014, Defendants served a Notice of Request for Production of Documents to Lucian L. Morrison, a copy of which is attached hereto as **Exhibit 1**. The notice stated that Defendants intend to serve a subpoena upon Lucian Morrison after the expiration of ten (10) days from service of the notice. However, no subpoena has been served.

II.

2. Plaintiffs object to Defendants' Request for Production from Lucian Morrison. Lucian Morrison was retained by the Plaintiffs as a consulting expert and therefore information from him is not discoverable. Consequently, any subpoena issued in an attempt to require production of such documents is inappropriate, and Plaintiffs request that it be quashed.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs respectfully requests that the Court grant their Objection to Defendants' Request for Production and Motion to Quash Subpoena and enter a Protective Order protecting Lucian Morrison from the requested discovery. Plaintiffs pray for such other and further relief to which they may be justly entitled.

Respectfully submitted,

John B. Massopust (*pro hac vice*)
Matthew J. Gollinger (*pro hac vice*)
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EMILIE BLAZE, ET AL.**

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Mr. Fred W. Stumpf
Boyer Short, A Professional Corporation
Nine Greenway Plaza, Suite 3100
Houston, Texas 77046

on this the 3rd day of February, 2014.

/s/

James L. Drought

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.	§	IN THE DISTRICT COURT
	§	
VS.	§	
	§	
JPMORGAN CHASE BANK, N.A.	§	225 TH JUDICIAL DISTRICT
INDIVIDUALLY/CORPORATELY	§	
AND AS TRUSTEE OF THE SOUTH	§	
TEXAS SYNDICATE TRUST	§	
and GARY P. AYMES	§	BEXAR COUNTY, TEXAS

**DEFENDANTS' NOTICE OF REQUEST FOR PRODUCTION
OF DOCUMENTS TO LUCIAN L. MORRISON**

Defendants JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust, and Gary P. Aymes (collectively referred to herein as the "Defendants") serve upon:

**LUCIAN L. MORRISON
2001 Kirby Drive
Suite 1300
Houston, Texas 77019-6044**

this Notice of Request for Production of Documents.

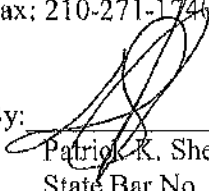
Pursuant to Texas Rules of Civil Procedure 205, Defendants request that **LUCIAN L. MORRISON** produce for inspection and copying all documents responsive to the Request attached hereto and incorporated herein as Exhibit "A" at 10:00 a.m. on February 5, 2014 at 2001 Kirby Drive, Suite 1300, Houston Texas 77019-6044. Defendants will serve a Subpoena upon **LUCIAN L. MORRISON** after the expiration of ten (10) days from service of this Notice.

EXHIBIT 1

**HORNBERGER SHEEHAN FULLER BEITER
WITTENBERG & GARZA INCORPORATED**

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7373 Broadway, Suite 300
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Fax: 210-271-1740

By: _____


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Kevin M. Beiter
State Bar No. 02059065
Rudy A. Garza
State Bar No. 07738200
David Jed Williams
State Bar No. 21518060
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Charles A. Gall
State Bar No. 07281500
John C. Eichman
State Bar No. 06494800
Amy S. Bowen
State Bar No. 24028216

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

I hereby certify a true and correct copy of the above and foregoing DEFENDANTS' NOTICE OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO LUCIAN L. MORRISON was served upon the following persons, as indicated, on this the 14th day of January 2014:

Mr. George Spencer, Jr. **VIA EMAIL**
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San Antonio, Texas 78205

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Mr. Richard Tinsman **VIA EMAIL**
Ms. Sharon C. Savage
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Mr. David R. Deary **VIA EMAIL**
Mr. Jim L. Flegle
Mr. Jeven R. Sloan
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Prichard Hawkins McFarland & Young
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San Antonio, Texas 78216

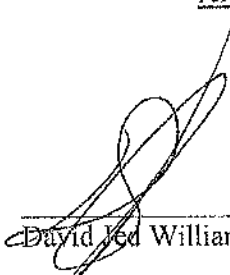
VIA EMAIL

Mr. Alan V. Ytterberg
Mr. J. Graham Kenney
Ytterberg Deery Knull LLP
3555 Timmons Lane, Suite 1000
Houston, Texas 77027-6495

VIA EMAIL

Mr. Lucian L. Morrison
2001 Kirby Drive
Suite 1300
Houston, Texas 77019-6044

CM/RRR # 7013 1710 0000 3194 0542
AND HAND-DELIVERY



David Ted Williams

1. INSTRUCTIONS

- a. For any requested information about a document that no longer exists or cannot be located, identify the document, state how and when it passed out of existence, or when it could no longer be located, and the reason(s) for the disappearance. Also, identify each person having knowledge about the disposition of loss and identify each document evidencing the existence or nonexistence of each document that cannot be located.
- b. Each Request below includes a request for the production of data and/or information that exists in electronic and/or magnetic form. All responsive data and/or information that exists in electronic or magnetic form should be: (i) copied to a CD-ROM, DVD-ROM, or other external storage device in its native format (i.e., the format in which such data and/or information that exists in electronic and/or magnetic form was created, maintained, and/or used in the ordinary course of business) with all metadata intact; and (ii) produced in bates numbered form either (a) printed on paper or (b) electronically in either PDF or TIFF format. Your response should include all necessary glossaries, keys and indices for interpretation of the information. If any electronic or magnetic data requested cannot be produced in the form requested, please state the form in which information is regularly kept and/or can be produced.
- c. **Time period:** Unless otherwise specified, the applicable time frame regarding the requests for production below shall be from January 1, 2005 through present.

2. DEFINITIONS

The following definitions shall have the following meanings, unless the context requires otherwise:

- a. **“Document”** or **“documents”** is defined to be synonymous in meaning and equal in scope to the usage of this term in Tex. R. Civ. P. 192.3(b). A draft or a non-identical copy is a separate document within the meaning of the term. **“Documents”** shall mean every document within the widest possible scope of the Texas Rules of Civil Procedure and shall include, without limitation, any writing or record of any type or description, whether printed or recorded (mechanically or electronically) or reproduced by hand, including, without limitation, any letters, e-mails (sent, received, deleted, saved or other, with all attachments), text messages, SMS, MMS, BBM, and other instant message system or format, correspondence, telegrams, memoranda, notes, records, reports, financial statements, statistical and financial records, minutes, memoranda, notice or notes of meetings, telephone or personal conversations or conferences or other communications, envelopes, interoffice, intra-office or intra-company communications, microfilm, microfiches, tape recordings, videotapes, photographs, bulletins, studies, plans, analyses, notices, computer records, runs, programs or software and any codes necessary to comprehend such records, runs, programs or software, hard drives, CD-ROMs, memory cores, tapes, disks, books, pamphlets, illustrations, lists, forecasts, brochures, periodicals, charts, graphs, indexes, bills, statements, files, agreements, contracts, subcontracts, completed forms, schedules, work sheets, data compilations, policies, amendments to policies or contracts, training manuals, operator’s manuals,

users manuals, calendars, diaries, test results, reports and notebooks, opinions or reports of consultants, and any other written, printed, typed, recorded, or graphic matter, of any nature, however produced or reproduced, including copies and drafts of such documents, and any and all handwritten notes or notations in whatever form. **"Documents"** shall include those documents in your possession, custody or control.

- b. **"Communication"** or **"communications"** means the transmittal of information (in the form of facts, ideas, inquiries or otherwise) and includes, without limitation, every manner or means of statement, utterance, notation, disclaimer, transfer or exchange of information of any nature whatsoever, by or to whomever, whether oral or written or whether face-to-face, by telephone, mail, facsimile, electronic mail (email), personal delivery or otherwise, including but not limited to, correspondence, conversations, dialogue, discussions, interviews, consultations, agreements, and other understandings.
- c. **"Person"** or **"persons"** shall mean natural persons, firms, partnerships, associations, joint ventures, limited liability companies, corporations, and any other form of business organization or arrangement, as well as governmental or quasi-governmental agencies. If other than a natural person, include all natural persons associated with such entity.
- d. **"Concern"** or **"concerning"** or **"referring"** or **"pertaining"** or **"relating to"** means, in whole or in part, directly or indirectly, referring to, relating to, connected with, commenting on, responding to, showing, describing, analyzing, reflecting, and constituting.
- e. **"You"** or **"Your"** or **"Yours"** means Lucian L. Morrison and his agents, assigns, employees, attorneys, investigators, and all other representatives, persons or entities acting for or on his behalf, and/or persons or entities in which he owns any interest.
- f. **"J.P. Morgan"** means Defendant, JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust, its agents or representatives, owners, officers, employees, predecessors and/or successors in interests and all other persons or entities acting in concert with it or under its control, whether directly or indirectly, including any attorney.\
- g. **"Aymes"** means Defendant, Gary P. Aymes.
- h. **"Defendants"** means Defendants J.P. Morgan and Aymes including their respective (as applicable) agents or representatives, owners, officers, employees, predecessors and/or successors in interests and all other persons or entities acting in concert with them or under their control, whether directly or indirectly, including any attorney.
- i. **"STS Trust"** means the South Texas Syndicate Trust described in Plaintiffs' Consolidated Second Amended Petition including, without limitation all assets owned or controlled by the STS Trust.

- j. **"STS Trust Minerals"** means the mineral interests owned by the STS Trust under approximately 132,000 acres of land in La Salle and McMullen Counties, Texas described in Paragraph 22 of Plaintiffs' Consolidated Second Amended Petition.
- k. **"Trust Beneficiary(ies)"** means the holders of certificates of beneficial interests in the STS Trust.
- l. **"Claim"** or "claims" means any and all or causes of or action or defenses urged by any party in the above-captioned cause or known to you, including any claims as yet unasserted.
- m. **"Lawsuit"** means this lawsuit filed under the above-referenced heading and cause number.

REQUESTS FOR PRODUCTION

1. All documents concerning or mentioning any of the following:
 - a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).

2. All communications You sent to any person (except your attorneys) concerning or mentioning any of the following:
 - a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).

3. All communications You received from any person (except your attorneys) concerning or mentioning any of the following:
 - a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).

4. All communications You sent to any Trust Beneficiary (or beneficiary representative) including but not limited to John Meyer, John Q. Piper, Carter Piper, Brian Ferro, John Blaze, and Tom Warner concerning or mentioning any of the following:
 - a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).

5. All communications You received from any Trust Beneficiary (or beneficiary representative) including but not limited to John Meyer, John Q. Piper, Carter Piper, Brian Ferro, John Blaze, and Tom Warner concerning or mentioning any of the following:
 - a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).

6. All internal communications including but not limited to communications between or among You, D. Fort Flowers Jr., Ross. W. Nager, and/or Anthony J. DeToto, mentioning or pertaining to:
 - a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).
7. All documents concerning or mentioning presentations You made to any Trust Beneficiary.
8. All communications You sent to any person (except your attorney) concerning or mentioning presentations You made to any Trust Beneficiary.
9. All communications You received from any person (except your attorney) concerning or mentioning presentations You made to any Trust Beneficiary.
10. All communications You sent to any Trust Beneficiary concerning or mentioning presentations You made to any Trust Beneficiary.
11. All communications You received from any Trust Beneficiary concerning or mentioning presentations You made to any Trust Beneficiary.
12. All diaries, calendars, or other documents evidencing dates of meetings or telephone calls with any persons (except your attorneys) concerning or pertaining to the following:
 - a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).
13. All diaries, calendars, or other documents evidencing dates of meetings or telephone calls with any Trust Beneficiary concerning or pertaining to the following:
 - a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).
14. Any audio or video recordings, notes or memos of any phone conferences, meetings, presentations, or any communications with any person (except your attorney) pertaining to the following:
 - a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or

- d. The Trust Beneficiary(ies).
15. Any audio or video recordings, notes, or memos of any phone conferences, meetings, presentations, or any communications with any Trust Beneficiary pertaining to the following:
- a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).
16. All communications You sent to Patricia A. Schultz-Ormond concerning or mentioning any of the following:
- a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).
17. All communications You received from Patricia A. Schultz-Ormond concerning or mentioning any of the following:
- a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).
18. All communications you sent to D. Fort Flowers Jr. concerning or mentioning any of the following:
- a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).
19. All communications your received from D. Fort Flowers Jr. concerning or mentioning any of the following:
- a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).
20. All communications you sent to Ross. W. Nager concerning or mentioning any of the following:
- a. The Lawsuit;

- b. The STS Trust;
- c. The STS Minerals and/or leases; and/or
- d. The Trust Beneficiary(ies).

21. All communications you received from Ross, W. Nager concerning or mentioning any of the following:

- a. The Lawsuit;
- b. The STS Trust;
- c. The STS Minerals and/or leases; and/or
- d. The Trust Beneficiary(ies).

22. All communications you sent to Anthony J. DeToto concerning or mentioning any of the following:

- a. The Lawsuit;
- b. The STS Trust;
- c. The STS Minerals and/or leases; and/or
- d. The Trust Beneficiary(ies).

23. All communications you received from Anthony J. DeToto concerning or mentioning any of the following:

- a. The Lawsuit;
- b. The STS Trust;
- c. The STS Minerals and/or leases; and/or
- d. The Trust Beneficiary(ies).

24. All communications you sent to any of the Trust Beneficiary's attorneys and/or representatives concerning or mentioning any of the following:

- a. The Lawsuit;
- b. The STS Trust;
- c. The STS Minerals and/or leases; and/or
- d. The Trust Beneficiary(ies).

25. All communications you received from any of the Trust Beneficiary's attorneys and/or representatives concerning or mentioning any of the following:

- a. The Lawsuit;
- b. The STS Trust;
- c. The STS Minerals and/or leases; and/or
- d. The Trust Beneficiary(ies).

26. All communications you sent to James K. O'Connell concerning or mentioning any of the following:

- a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).
27. All communications you received from James K. O'Connell concerning or mentioning any of the following:
- a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).
28. All communications you sent to Robert E. Lee, III concerning or mentioning any of the following:
- e. The Lawsuit;
 - f. The STS Trust;
 - g. The STS Minerals and/or leases; and/or
 - h. The Trust Beneficiary(ies).
29. All communications you received from Robert E. Lee, III concerning or mentioning any of the following:
- e. The Lawsuit;
 - f. The STS Trust;
 - g. The STS Minerals and/or leases; and/or
 - h. The Trust Beneficiary(ies).
30. All communications you sent to Charles E. Graham III concerning or mentioning any of the following:
- a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).
31. All communications you received from Charles E. Graham III concerning or mentioning any of the following:
- a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).

32. All communications you sent to Renee McElhaney concerning or mentioning any of the following:
 - a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).

33. All communications you received from Renee McElhaney concerning or mentioning any of the following:
 - a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).

34. Any audio or video recordings, notes, or memos of any phone conferences, meetings, presentations, or any communications with D. Fort Flowers Jr., Ross. W. Nager, Anthony J. DeToto, and/or any other employee of Sentinel Trust Company, L.B.A., pertaining to the following:
 - a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).

35. Any audio or video recordings, notes, or memos of any phone conferences, meetings, presentations, or any communications with the Trust Beneficiary's attorneys and/or representatives pertaining to the following:
 - a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).

36. Any audio or video recordings, notes, or memos of any phone conferences, meetings, presentations, or any communications with James K. O'Connell, Charles E. Graham III and/or Renee McElhaney, pertaining to the following:
 - a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).

37. All diaries, calendars, or other documents evidencing dates of meetings or telephone calls with D. Fort Flowers Jr., Ross. W. Nager, Anthony J. DeToto, and/or any other employee of Sentinel Trust Company, L.B.A., concerning or pertaining to the following:
 - a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).

38. All diaries, calendars, or other documents evidencing dates of meetings or telephone calls with the Trust Beneficiary's attorneys and/or representatives concerning or pertaining to the following:
 - a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).

39. All diaries, calendars, or other documents evidencing dates of meetings or telephone calls with James K. O'Connell, Robert E. Lee, III, Charles E. Graham III and/or Renee McElhaney, concerning or pertaining to the following:
 - a. The Lawsuit;
 - b. The STS Trust;
 - c. The STS Minerals and/or leases; and/or
 - d. The Trust Beneficiary(ies).

(Consolidated Under)
2010-CI-10977

JOHN K. MEYER, ET AL.,
Plaintiff,

vs.

JP MORGAN CHASE BANK, N.A.
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST
and GARY P. AYMES,
Defendants.

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IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

AFFIDAVIT OF CUSTODIAN OF RECORDS FOR
WM TX ENERGY RESOURCES, LLC

Before me, the undersigned authority, personally appeared Christopher S. Farley who, being by me duly sworn, deposed as follows:

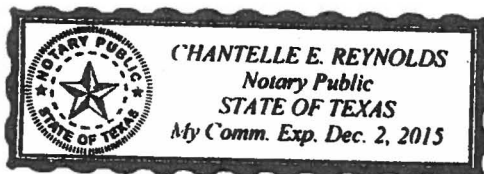
My name is Christopher S. Farley, I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

I am the custodian of the records of WM TX Energy Resources, LLC. Attached hereto are 80 pages of records from WM TX Energy Resources, LLC. These said 80 pages of records are kept by WM TX Energy Resources, LLC in the regular course of business, and it was the regular course of business of WM TX Energy Resources, LLC, with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time of the event or reasonably soon thereafter. The records attached hereto are the original or exact duplicates of the original.

Christopher S. Farley
Affiant

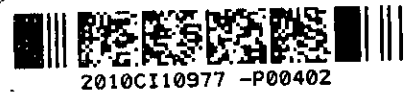
SWORN TO AND SUBSCRIBED before me on the 19th day of February, 2014.

Chantelle E. Reynolds
Notary Public, State of Texas



225th District Court of BEXAR County, Texas

100 DOLOROSA ST #200 SAN ANTONIO TX 78205



CRT

Case #: 2010CI10977

JOHN K. MEYER, ET AL.

Plaintiff vs

JP MORGAN CHASE BANK, N.A. INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST AND GARY P. AYMES

Defendant

RETURN OF SERVICE

I, Norrissa A Abram, make statement to the fact; That I am a competent person more than 18 years of age or older and not a party to this action, nor interested in outcome of the suit. That I received the documents stated below on 11/06/13 14:09 pm, instructing for same to be delivered upon Shell Offshore Inc. By Delivering Care/Of CT CORPORATION SYSTEM.

That I delivered to : Shell Offshore Inc. By Delivering Care/Of CT CORPORATION SYSTEM. : By Delivering to Marie Garcia, Corp Ops Specialist
the following : PLAINTIFF'S SUBPOENA TO NON-PARTY TO PRODUCE DOCUMENTS INCLUDING : ELECTRONIC AND/OR MAGNETIC DATA; EXHIBIT A
at this address : 350 N. St. Paul St., Ste 2900 : Dallas, Dallas County, TX 75201
Manner of Delivery : by PERSONALLY delivering the document(s) to the person above.
Delivered on : November 6, 2013 10:30 am

My name is Norrissa A Abram, my date of birth is September 9th, 1990, and my address is Professional Civil Process Dallas, Inc., 2206 Century Center Blvd., Irving TX 75062, and U.S.A. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 21 day of Nov, 2013. Norrissa A Abram Declarant

FILED DONNA KAY HEKINNEY DISTRICT CLERK BEXAR COUNTY 2013 DEC -3 AM 10:51 DEPUTY

Texas Certification#: SCH-10067 Exp. 12/31/15

Private Process Server Professional Civil Process Dallas, Inc. PCP Inv. #D13B00447 2206 Century Center Blvd. Irving TX 75062 (214) 748-8866



+ Service Fee: 35.00 Witness Fee: 11.00 Mileage Fee: .00

joels

Bobbitt, Calhoun

DOCUMENT SCANNED AS FILED

(Consolidated Under)
CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL.
Plaintiffs,

vs.

JP MORGAN CHASE BANK, N.A.
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST
and GARY P. AYMES,
Defendants.

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IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

PLAINTIFFS' SUBPOENA TO NON-PARTY TO PRODUCE
DOCUMENTS INCLUDING ELECTRONIC AND/OR MAGNETIC DATA

THE STATE OF TEXAS

TO: Shell Offshore Inc.
c/o CT Corporation System
350 N. St. Paul Street, Suite 2900
Dallas, Texas 75201-4234

Greetings:

YOU ARE COMMANDED to produce and permit inspection and copying of the documents, including electronic and/or magnetic data, as identified in the Notice attached hereto as **Exhibit A**, which was served on all parties and the person/organization to whom this subpoena is addressed on October 31, 2013. The requested documents, including electronic and/or magnetic data, are to be produced on November 26, 2013 at the following time and place:

Time: 10:00 a.m.
Place: Drought, Drought & Bobbitt, L.L.P.
2900 Weston Centre, 112 East Pecan Street
San Antonio, Texas, 78205

(Consolidated Under)
CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL.	§	IN THE DISTRICT COURT
Plaintiffs,	§	
	§	
vs.	§	
	§	
JP MORGAN CHASE BANK, N.A.	§	225TH JUDICIAL DISTRICT
INDIVIDUALLY/CORPORATELY	§	
AND AS TRUSTEE OF THE SOUTH	§	
TEXAS SYNDICATE TRUST	§	
and GARY P. AYMES,	§	
Defendants.	§	BEXAR COUNTY, TEXAS

PLAINTIFFS' MOTION TO COMPEL
(Ryder Scott)

TO THE HONORABLE JUDGE OF SAID COURT:

Now come Plaintiffs, John K. Meyer, et al., in the above-styled and numbered cause, and file this Motion to Compel Defendant JP Morgan Chase Bank, N.A. ("JPM")'s consent to the Ryder Scott study regarding the STS assets, and would respectfully show the Court the following:

Introduction

1. JPM was the trustee of a trust known as the South Texas Syndicate ("STS") until it was forced to resign by court order dated July 19, 2013. A successor trustee is in the process of being selected.

2. Plaintiffs are beneficiaries of the trust and have alleged that JPM breached its fiduciary duties by failing to provide information regarding the trust and failing to properly manage the trust. Plaintiffs have sought to obtain information regarding the trust through discovery, but JPM has refused to provide such

information as follows:

3. Ryder Scott prepared a reserve study regarding the STS assets based on a current drilling schedule. Plaintiffs have requested that Ryder Scott prepare the same study using the drilling schedule as being prudent by Plaintiffs' experts. Ryder Scott has offered to prepare the study as proposed by Plaintiffs, however, Ryder Scott will not perform the study without JPM's consent.

4. JPM has unreasonably refused to give such consent. JPM should be ordered to give such consent. In refusing to give such consent, JPM is further breaching its fiduciary duties to the STS beneficiaries.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that this Court set this matter for hearing and that upon hearing hereof, enter an order requiring JPM's consent to the Ryder Scott study, and granting any other additional relief to which Plaintiffs may be justly entitled.

Respectfully submitted,

John B. Massopust (*pro hac vice*)
Matthew J. Gollinger (*pro hac vice*)
ZELLE HOFMANN VOELBEL & MASON LLP
500 Washington Avenue South, Suite 4000
Minneapolis, Minnesota 55415-1152
(612) 339-2020 - Telephone
(612) 336-9100 - Facsimile
**ATTORNEYS FOR INTERVENOR-PLAINTIFFS,
LINDA ALDRICH, ET AL.**

Jim L. Flegle
State Bar No. 07118600
LOEWINSOHN FLEGLE DEARY, L.L.P.
12377 Merit Dr., Suite 900
Dallas, Texas 75251
(214) 572-1700 - Telephone
(214) 572-1717 - Facsimile
**ATTORNEYS FOR PLAINTIFFS,
EMILIE BLAZE, ET AL.**

Richard Tinsman
State Bar No. 20064000
Sharon C. Savage
State Bar No. 0474200
TINSMAN & SCIANO, INC.
10107 McAllister Fwy
San Antonio, Texas 78216
Telephone: (210) 225-3121
Facsimile: (210) 225-6235

George H. Spencer, Jr.
State Bar No. 18921001
Robert Rosenbach
State Bar No. 17266400
CLEMENS & SPENCER, P.C.
112 East Pecan Street, Suite 1300
San Antonio, Texas 78205
Telephone: (210) 227-7121
Facsimile: (210) 227-0732

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been sent
by:

_____ U.S. Certified Mail, Return Receipt Requested to:
 ✓ _____ Facsimile to:
_____ First Class Mail to:
_____ Hand Delivery to:

Mr. Patrick K. Sheehan
Mr. Rudy Garza
Mr. David Jed Williams
Hornberger Sheehan Fuller Beiter Wittenberg & Garza Incorporated
7373 Broadway, Suite 300
San Antonio, TX 78209

Mr. John C. Eichman
Ms. Amy S. Bowen
Hunton & Williams LLP
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202

Mr. Fred W. Stumpf
Boyer Short, A Professional Corporation
Nine Greenway Plaza, Suite 3100
Houston, Texas 77046

on this the 20th day of February, 2014.

/s/
James L. Drought

(Consolidated Under)
2010-CI-10977

JOHN K. MEYER, ET AL.,
Plaintiff,

vs.

JP MORGAN CHASE BANK, N.A.
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST
and GARY P. AYMES,
Defendants.

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IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

AFFIDAVIT OF DENISE ROBERTSON

Before me, the undersigned authority, personally appeared Denise Robertson, who, being by me duly sworn, deposed as follows:

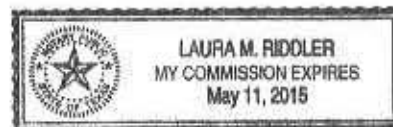
My name is Denise Robertson, I am of sound mind capable of making this affidavit, and personally acquainted with the facts herein stated:

I am the custodian of certain records of BP America Production Company, including the attached 115 page document of BP America Production Company marked BP 000001 – BP 000115. This 115 page document is a record kept by BP America Production Company in the regular course of business, and it was the regular course of business of BP America Production Company for an employee of BP America Production Company with knowledge of the act or event recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The record attached hereto is an exact duplicate of the original.


Denise Robertson

SWORN TO AND SUBSCRIBED before me on the 29th day of January, 2014.


Notary Public, State of Texas





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CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.) IN THE DISTRICT COURT
)
vs.) BEXAR COUNTY, TEXAS
)
JPMORGAN CHASE BANK, N.A.)
INDIVIDUALLY/CORPORATELY AND)
AS TRUSTEE OF THE SOUTH TEXAS))
SYNDICATE TRUST)
and GARY P. AYMES) 225TH JUDICIAL DISTRICT

CRT
LaDonna Burch
DEPUTY
FEB 20 PM 3:18
DONNA KAY MCKINNEY
DISTRICT CLERK
BEXAR COUNTY
FILED

REPORTER'S CERTIFICATE

ORAL VIDEOTAPED DEPOSITION OF JULIA M. WALKER

DECEMBER 12, 2013

I, LaDonna Ayers Burch, Certified Shorthand Reporter in and for the State of Texas, hereby certify to the following:

That the witness, JULIA M. WALKER, was duly sworn and that the transcript of the deposition is a true record of the testimony given by the witness;

That the deposition transcript was duly submitted on 1-02-14 to the witness or to the attorney for the witness for examination, signature, and return to me by 1-07-14.

That pursuant to information given to the deposition officer at the time said testimony was taken, the following includes all parties of record and the amount

1 of time used by each party at the time of the
2 deposition:

- 3 Mr. Ian T. Bolden
Attorney for Plaintiffs
- 4 Mr. Robert J. Rosenbach
Attorney for Plaintiffs
- 5 Mr. Patrick K. Sheehan (3 hr. 48 min.)
Attorney for Defendants
- 6 Mr. Matthew J. Gollinger
Attorney for the Witness

7
8
9 I further certify that I am neither counsel for,
10 related to, nor employed by any of the parties in the
11 action in which this proceeding was taken, and further
12 that I am not financially or otherwise interested in the
13 outcome of this action.

14 Further certification requirements pursuant to
15 Rule 203 of the Texas Code of Civil Procedure will be
16 complied with after they have occurred.

17 Certified to by me on this 30 day of
18 December, 2013.



19
20 *LaDonna Ayers Burch*
21 LaDonna Ayers Burch, CSR
Texas CSR 3941
22 Expiration: 12/31/2014
KIM TINDALL & ASSOCIATES, LLC
23 Firm Registration No. 631
645 Lockhill Selma, Suite 200
24 San Antonio, Texas 78216
(210) 697-3400
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FURTHER CERTIFICATION UNDER TRCP RULE 203

The original deposition was ~~was not~~ returned to the deposition officer on 12-11-14.

If returned, the attached Changes and Signature page(s) contain(s) any changes and the reasons therefor.

If returned, the original deposition was delivered to Mr. Patrick K. Sheehan , Custodial Attorney.

\$196.00 is the deposition officer's charges to the Defendants for preparing the original deposition and any copies of exhibits;

The deposition was delivered in accordance with Rule 203.3, and a copy of this certificate, served on all parties shown herein, was filed with the Clerk.

Certified to by me on this 12th day of Feb, 2014.

By BW

LaDonna Ayers Burch
LaDonna Ayers Burch, CSR
Texas CSR 3941
Expiration: 12/31/2014
KIM TINDALL & ASSOCIATES, LLC
Firm Registration No. 631
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400

CAUSE NO. 2010-C1-10977

JOHN K. MEYER, ET AL.
Plaintiffs

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IN THE DISTRICT COURT

vs.

JP MORGAN CHASE BANK, N.A.
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST
and GARY P. AYMES
Defendants.

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

RECORDS AFFIDAVIT

Before me, the undersigned authority, personally appeared Bill Rex, Vice President of Hunt Oil Company, who, being by my duly sworn, deposed as follows:

My name is Bill Rex, I am of sound mind, capable of making this affidavit, and personally acquainted with the facts stated herein.

I am custodian of the records of Hunt Oil Company. Attached hereto are 34 pages of records from Hunt Oil Company. These said 34 pages of records are kept by Hunt Oil Company in the regular conduct of business, and it was in the regular course of business of Hunt Oil Company for an employee or representative of Hunt Oil Company, with knowledge of the act, event, condition, opinion, or diagnosis recorded to make the record or to transmit such information thereof to be included in such record; and the record was made at or near the time of the act, event, condition, opinion, or diagnosis recorded, or reasonably soon thereafter. The records attached hereto are the originals or exact duplicates of the originals.

Bill Rex

AFFIANT

STATE OF TEXAS §

§

COUNTY OF Dallas §

§

SWORN TO AND SUBSCRIBED before me by the said Affiant on this 15th day of January, 2014, to certify which witness my hand and seal of office.



Andrea Whitehead
Notary Public, State of Texas

Notary Name Printed: Andrea Whitehead
My Commission Expires: 2/4/2016

After Recording please return to:
Susie Maldonado
Hunt Oil Company
1900 North Akard Street
Dallas, TX 75201-2300

After recorded return to:
Marubeni Eagle Ford LP
2800 Post Oak Blvd., Suite 6000
Houston, TX 77056
Attn: Mr. Keiichiro Mano

STATE OF TEXAS)
)
COUNTY OF MCMULLEN)

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "*Assignment*"), dated May 17, 2012 and effective as of 12:01 a.m. (Central Standard Time) on December 28, 2011 (the "*Transfer Time*"), is by and between Hunt Oil Company, a Delaware corporation ("*Assignor*"), and Marubeni Eagle Ford LP, a Texas limited partnership ("*Assignee*"). Assignor and Assignee are sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties.*"

For and in consideration of the mutual promises contained herein, the benefits to be derived by each Party hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

**ARTICLE I
ASSIGNMENTS**

Section 1.1 *Assignment.* Subject to the reservation of Seller's Retained ORRI set forth in Section 1.2, Assignor does hereby forever GRANT, BARGAIN, SELL, CONVEY,

ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee an undivided 35% of all of Assignor's right, title and interest in and to the following properties and assets (such right, title and interest of Assignor in and to the following properties and assets are collectively called the "**Assets**" and individually called an "**Asset**", and such undivided 35% of the Assets, excluding the Excluded Assets, is collectively called the "**Conveyed Interests**"):

(a) the oil and gas leases described in Exhibit A-1 (collectively, the "**Leases**") (insofar as such Leases pertain to the Conveyed Depths), together with any and all other rights, titles, and interests of Assignor in and to (i) the leasehold estates created thereby and (ii) the lands covered by the Leases or included in pooled acreage, communitized acreage or units with which the Leases may have been pooled, communitized or unitized (the "**Lands**"), including in each case fee interests, fee mineral interests, subleases, mineral servitudes, royalty interests, overriding royalty interests, production payments, net profits interests, carried interests, reversionary interests, and all other interests of any kind or character;

(b) all oil, gas, water, disposal or injection wells located on the Leases and the Lands or on other leases or lands with which the Leases and/or the Lands may have been pooled, communitized or unitized, including the wells set forth on Exhibit A-2, to the extent producing from, or injecting waste from, the Conveyed Depths (the "**Wells**" and together with the Leases and the Lands, the "**Properties**");

(c) all easements, surface use agreements, surface leases, surface fee interests, Permits, servitudes, rights-of-way and similar rights and interests applicable to, or used or useful in connection with, the Properties or the Facilities, in each case, to the extent the terms of such rights and interests (or applicable Law) allow a partial interest thereof to be assigned (the "**Rights-of-Way**");

(d) all rights and interests in, under, or derived from all unitization, communitization and pooling agreements in effect with respect to the Properties and the units created thereby that accrue or are attributable to the interests of Assignor in the Properties;

(e) to the extent assignable (with consent, if applicable) all Applicable Contracts;

(f) all Hydrocarbons, produced from or attributable to, the Wells;

(g) all equipment, machinery, fixtures, and other real, personal, and mixed property, operational and nonoperational, primarily used or held for use in connection with the Wells, including well equipment, casing, rods, tanks, boilers, tubing, pumps, motors, fixtures, machinery, compression equipment, flowlines, pipelines, gathering systems, processing, dehydration, liquification and separation facilities, storage facilities, drillsite pads, water and mud pits and containment facilities, structures, materials, and other items used or held for use in the operation thereof ("**Facilities**");

(h) all proprietary Geoscientific Data set forth on Schedule 4 to the Purchase Agreement, *provided* that Assignee's use of such proprietary Geoscientific Data shall be limited to development of the Joint Interests and such Geoscientific Data may not be assigned directly or indirectly to any other Person without Assignor's consent;

(i) digital or hard copies (at Assignee's cost and upon request) of, and the right to use and transfer such copies of, any files, records, information and data of Assignor relating solely to the Conveyed Interests described in Section 1.1(a)-(h) and (j)-(l), including: (i) land and title records (including abstracts of title, title opinions, and title curative documents); (ii) contract files; (iii) correspondence; (iv) maps, engineering data and reports; (v) log books and Operating Data; and (vi) facility and well records, but in each case excluding any information that cannot, without unreasonable effort or expense that Assignee does not agree to undertake or pay, as applicable, be separated from any files, records, maps, information and data relating to the Excluded Assets or information subject to binding Third Party confidentiality obligations ("**Records**");

(j) all Imbalances from and after the Transfer Time;

(k) all liens and security interests securing payment for the sale or other disposition of Hydrocarbons produced from or allocated to the Properties, including the security interests granted under Texas Uniform Commercial Code § 9.343, but only to the extent that such liens and security interests relate to the other Conveyed Interests during the period from and after the Transfer Time; and

(l) all claims, rights and causes of action, including warranty claims, against any Third Party or Affiliate of Assignor, whether asserted or unasserted, known or unknown.

EXCEPTING AND RESERVING to Assignor, however, the Excluded Assets (including Seller's Retained ORRI).

TO HAVE AND TO HOLD the Conveyed Interests unto Assignee and its successors and assigns, forever, subject to the covenants, terms and conditions set forth herein.

Section 1.2 Assignor's Retained Overriding Royalty Interest. Notwithstanding anything to the contrary in this Assignment, Assignor hereby excepts and reserves an overriding royalty interest in each Lease equal to the positive difference, if any, between (a) 25% and (b) all existing burdens payable out of production (including royalty interests, overriding royalty interests, carried interests, production payments and other similar burdens) under such Lease ("**Seller's Retained ORRI**"); *provided, however*, that Seller's Retained ORRI shall be proportionately reduced on a Lease by Lease basis to the extent (x) such Lease covers less than the entire undivided oil and gas mineral fee estate in and under lands covered by such Lease or (y) the interest in any such Lease is less than the entire oil and gas leasehold estate created by such Lease; and, *provided, further, however*, that if the royalty interest payable to lessors or similar burdens with respect to any such Lease increase at a subsequent date, Seller's Retained ORRI shall be recalculated as set forth in the first sentence hereof to take such increase into account. For example, assuming no proportionate reduction is necessary (i.e., Hunt owns 100% of the Working Interest in a Lease that covers 100% of the oil and gas mineral fee estate), if the sum of the royalty interests and similar burdens with respect to a Lease prior to giving effect to the conveyance of such Lease to Assignee equals 20%, the portion of Seller's Retained ORRI burdening Assignee's interest in such Lease would be calculated as follows: $(.25 - .20) \times .35 = 1.75\%$. If the sum of the royalty interests and similar burdens with respect to such Lease subsequently increased to 22%, the portion of Seller's Retained ORRI burdening Assignee's

interest in such Lease would be reduced as follows: $(.25-.22) \times .35 = 1.05\%$. Seller's Retained ORRI is and shall be, during the term of each present valid subsisting Lease that is burdened by Seller's Retained ORRI, free and clear of, and shall not be charged with any costs of drilling, completing, equipping and operating any wells located on such Lease, but Seller's Retained ORRI shall bear its proportionate part of all ad valorem, severance, excise and production taxes.

Section 1.3 Excluded Assets. Notwithstanding anything to the contrary in this Assignment, Assignor (and its Affiliates) shall reserve and retain the Excluded Assets, all of which are excluded from the Conveyed Interests and other rights to be conveyed to Assignee hereunder, and Assignee shall have no interest in, to or under any Excluded Asset.

Section 1.4 Pooling. Assignee may voluntarily pool, communitize or unitize Seller's Retained ORRI with the Leases and other leases and lands without the consent of Assignor.

Section 1.5 No Obligations. No obligation, either express or implied, shall arise by reason of Seller's Retained ORRI that would obligate Assignee to develop or produce the Lands or to keep and maintain the Leases in force and effect.

ARTICLE II SPECIAL WARRANTY; DISCLAIMERS

Section 2.1 Special Warranty benefitting Assignee. Assignor shall warrant and forever defend title to the Properties unto Assignee against the claims and demands of all Persons claiming, or to claim the same, or any part thereof, by, through or under Assignor, but not otherwise. Assignor hereby assigns all covenants and warranties and the right to enforce all rights, claims and causes of action that were previously made to Assignor or Assignor's Affiliates with respect to the Conveyed Interests, and Assignee is specifically subrogated to Assignor's interests in all rights relating thereto that Assignor may have, to the extent Assignor may legally transfer such rights and grant such subrogation. Assignor warrants to Assignee that Assignor has not granted, created or reserved any overriding royalty, net profits interest, carried interest, production payment, reversionary interest, or similar burden that would result in the Net Revenue Interest in any Lease or Well owned by Assignee immediately after giving effect to this Assignment to be less than 35% multiplied by 74.625% (such 74.625% proportionally reduced to the extent that the Working Interest in such Lease or Well owned by Assignor immediately prior to giving effect to this Assignment is less than the entire Working Interest in such Lease or Well). The Parties agree to reasonably cooperate with each other in asserting any rights, claims and causes of action that were previously made to Assignor or Assignor's Affiliates with respect to the Conveyed Interests.

Section 2.2 Disclaimers.

(a) EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE V OF THE PURCHASE AGREEMENT OR SECTION 2.1, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF

THE ASSETS AND (III) THOSE ITEMS SET FORTH IN THE PURCHASE AGREEMENT (INCLUDING THOSE ITEMS SET FORTH IN SECTION 7.7 THEREOF). EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN SECTION 2.1, ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY ASSETS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE ASSETS, INCLUDING THE SEISMIC DATA AND INFORMATION, IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS OF THE ASSETS, INCLUDING THE SEISMIC DATA AND INFORMATION, AS ASSIGNEE DEEMS APPROPRIATE.

(b) ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 2.2 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

ARTICLE III ASSUMED OBLIGATIONS

Section 3.1 *Assumed Obligations.* Assignor (subject, in each case described below, to the terms of the Purchase Agreement) (a) is taking the Conveyed Interests subject to Permitted Encumbrances, (b) assumes and agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the Assumed Obligations to the extent related to the Conveyed Interests, and (c) is taking the Conveyed Interests subject to the terms and conditions of all of the Applicable Contracts to the extent related to the Conveyed Interests, and hereby assumes and agrees to fulfill, perform, pay and discharge all obligations arising or related thereto and attributable thereunder to Assignor.

ARTICLE IV MISCELLANEOUS

Section 4.1 *Separate Assignments.* Where separate assignments of the Conveyed Interests have been or will be executed for filing with, and approval by, applicable Governmental Authorities, any such separate assignments (a) shall evidence this Assignment and assignment of the applicable Conveyed Interests herein made and shall not constitute any additional Assignment or assignment of the Conveyed Interests, (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment or the Purchase Agreement and are not intended to create, and shall not create, any representations, warranties or additional covenants of or by the Parties, except for the special warranty of title benefitting Assignee, as set forth in Section 2.1, and (c) shall be deemed to

contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.

Section 4.2 *Purchase Agreement.* This Assignment is delivered pursuant to the Purchase Agreement. The Purchase Agreement contains certain representations, warranties and agreements of and between the Parties, some of which survive the delivery of this Assignment, as provided for therein and shall not be merged into this Assignment or be otherwise negated by the execution or delivery of this Assignment. This Assignment shall not be construed to amend the Purchase Agreement or vary the rights or obligations of either Assignor or Assignee from those set forth in the Purchase Agreement.

Section 4.3 *Governing Law.* This Assignment and the legal relations between the Parties shall be governed and construed in accordance with the laws of the State of Texas, excluding any conflicts of law rule or principle that might refer construction of such provisions to the laws of another jurisdiction.

Section 4.4 *Successors and Assigns.* The terms and provisions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective legal representatives, successors, and assigns.

Section 4.5 *Interpretation.* In construing this Assignment: (a) no consideration shall be given to the captions of the Articles, Sections, subsections or clauses, which are inserted for convenience in locating the provisions of this Assignment and not as an aid to construction and shall not be interpreted to limit or otherwise affect the provisions of this Assignment, (b) no consideration shall be given to the fact or presumption that either Party had a greater or lesser hand in drafting this Assignment, (c) the plural shall be deemed to include the singular, and vice versa, (d) each Exhibit to this Assignment is part of this Assignment, (e) each Exhibit attached to this Assignment shall be deemed incorporated herein as if set forth in full herein, and (f) all references in this Assignment to Exhibits, Articles, and Sections refer to the corresponding Exhibits to, Articles of, and Sections of this Assignment unless expressly provided otherwise.

Section 4.6 *Counterparts.* This Assignment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one assignment.

Section 4.7 *Further Assurances.* Assignor covenants and agrees to execute and deliver, or shall cause to be executed and delivered from time to time, such further instruments of conveyance and transfer, and shall take such other actions as Assignee may reasonably request, to convey and deliver the Conveyed Interests to Assignee, to perfect Assignee's record title thereto, and to accomplish the orderly partial transfer of the Conveyed Interests to Assignee in the manner contemplated by this Assignment.

ARTICLE V DEFINED TERMS

Section 5.1 *Defined Terms.* In addition to the terms defined elsewhere in this Assignment, for purposes hereof, the terms defined in this Section 5.1, when used in this Assignment, shall have the meanings set forth in this Section 5.1.

“*Affiliate*” shall mean with respect to a Person, any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. The term “*control*” and its derivatives with respect to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“*Applicable Contract*” shall mean, to the extent they relate to the Conveyed Interests and Assignor is a party, all Contracts (i) by which any of the Properties are bound or (ii) that primarily relate to the Properties or other Conveyed Interests and (in each case) that will be binding on Assignee after giving effect to this Assignment, including farmin and farmout agreements; surface use agreements, bottomhole agreements; crude oil, condensate, and natural gas purchase and sale agreements; gathering, transportation, and marketing agreements; hydrocarbon storage agreements, acreage contribution agreements; operating agreements; balancing agreements; pooling declarations or agreements; unitization agreements; processing agreements; facilities or equipment leases; crossing agreements; letters of no objection; production handling and water use agreements; and other similar contracts and agreements, but exclusive of (x) any master service agreements or (y) contract or agreement relating to seismic data and information.

“*Assumed Obligations*” shall mean all obligations and liabilities, known or unknown, related to or arising out of the Conveyed Interests, regardless of whether such obligations or liabilities arose prior to or after the Transfer Time; *provided* that the Assumed Obligations shall not include any Retained Liabilities (as defined in the Purchase Agreement).

“*Conveyed Depths*” shall have the meaning set forth in Exhibit B.

“*Contract*” shall mean any written or oral contract, agreement, agreement regarding indebtedness, indenture, debenture, note, bond, loan, lease, mortgage, franchise, license agreement, purchase order, binding bid, commitment, letter of credit or any other legally binding arrangement. The definition of “*Contract*” shall not include any Lease, easement, right-of-way, crossing agreement, Permit or other instrument (other than acquisition, sales or purchase agreements) creating or evidencing an interest in the Conveyed Interests that constitutes real or immovable property related to or used in connection with the operations of any Conveyed Interests.

“*Effective Time*” shall mean 6:59 a.m. (Central Standard Time) on January 1, 2012.

“*Excluded Assets*” shall mean all right, title and interest of Assignor or any of its Affiliates in and to any property, right or asset not expressly included in the definition of “*Conveyed Interests*” including: (i) all corporate minute books, financial, Tax and accounting records that relate to Assignor’s business generally (excluding copies of historical accounting records to the extent relating to the Conveyed Interests and separable from Assignor’s records on a commercially reasonable basis); (ii) all trade credits, all accounts, receivables and all other proceeds, income or revenues attributable to the Assets with respect to any period of time prior to the Effective Time; (iii) except to the extent related to an Assumed Obligation, all rights and interests of Assignor (a) under any policy or agreement of insurance or indemnity, (b) under any

bond or (c) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of property prior to the Transfer Time; (iv) all right, title and interest in any oil and gas or mineral leases, overriding royalties, production payments, net profits interests, fee mineral interests, fee royalty interests and other interests in oil, gas and other minerals relating to the Excluded Depths (except insofar as such interests pertain to the Conveyed Depths); (v) all Hydrocarbons produced and sold from the Properties with respect to all periods prior to the Effective Time and all proceeds attributable thereto; (vi) all claims for refunds of or loss carry forwards with respect to (a) Taxes for which Assignor is responsible pursuant to Section 8.4 of the Purchase Agreement, (b) income or franchise taxes of Assignor attributable to any period (or portion thereof) on or prior to the Transfer Time, or (c) any taxes attributable to the Excluded Assets; (vii) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, names, trademarks and logos and all other intellectual property of any kind (other than the Geoscientific Data listed on Schedule 4 to the Purchase Agreement); (viii) all documents and instruments that are protected by an attorney-client privilege or that are work product of counsel (other than title opinions relating solely to the Conveyed Interests); (ix) all data that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with Third Parties to the extent consent for disclosure is not obtained or obtainable without the payment of any funds that Assignee has not paid or the expenditure of commercially unreasonable efforts; (x) all licensed seismic data and related information relating to the Assets that requires Third Party consent for partial assignment to Assignee if such consent is not obtained or obtainable without the payment of any funds that Assignee has not paid or the expenditure of commercially unreasonable efforts; (xi) documents prepared or received by Assignor or its Affiliates with respect to (a) lists of prospective purchasers for transactions compiled by Assignor or its Affiliates, (b) bids submitted by other prospective purchasers of the Conveyed Interests, (c) analyses by Assignor or its Affiliates of any bids submitted by any prospective purchaser, (d) correspondence between or among Assignor, its Affiliates and its and their respective representatives, and any prospective purchaser, and (e) correspondence between Assignor or its Affiliates or any of its or their respective representatives with respect to any of the bids, the prospective purchasers, or the transactions contemplated in this Assignment, the Purchase Agreement or the other Related Agreements; (xii) any offices, office leases or personal property not directly related and necessary to the production of Hydrocarbons from the Properties (for example, trucks and computers); (xiii) any Conveyed Interests that are excluded from the transaction contemplated by the Purchase Agreement by virtue of any provisions hereof or thereof (including Properties re-conveyed to Assignor pursuant to Section 3.2 or Section 3.4(c) of the Purchase Agreement); (xiv) Assignor's bonds; (xv) any amounts in suspense as of the Transfer Time; (xvi) all Imbalances relating to the Properties or other Conveyed Interests arising before the Transfer Time; (xvii) originals and copies of all Records, subject to Assignee's right to obtain a copy of such Records at its sole cost and expense pursuant to Section 1.1(i); and (xviii) all rights arising under or attributable to the Retained Interests, including the right to use all or any portion of the Retained Interests in respect of the ownership, development, operation and production of the Excluded Depths (to the extent such use does not materially interfere with the ownership, development, operation or production of the Conveyed Depths), including the non-exclusive right of ingress and egress across the Assets and through the Conveyed Depths and the non-exclusive right to use the Rights-of-Way in respect of the ownership, development, operation and production of the Excluded Depths and the gathering, storage, transportation and marketing of

Hydrocarbons produced from the Excluded Depths (to the extent such use does not materially interfere with the ownership, development, operation or production of the Conveyed Depths). For the avoidance of doubt, Assignor's interest in the Retained Interests, including Seller's Retained ORRI, are Excluded Assets.

"Excluded Depths" shall mean any oil and gas horizons underlying the surface of the Lands covered by the Leases that are not expressly included in the definition of *"Conveyed Depths."*

"Geoscientific Data" shall mean all geological, geographical and/or geophysical maps, surveys, field tapes, data, processings, interpretations, prospects, and other related information owned by Assignor or its Affiliate and to the extent relating to the Conveyed Interests.

"Governmental Authority" shall mean any federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

"Hydrocarbons" shall mean oil and gas and other hydrocarbons produced or processed in association therewith.

"Imbalance" shall mean any imbalance at the wellhead between the amount of Hydrocarbons produced from a Well and allocated to the interests of Assignor therein and the shares of production from the relevant Well to which Assignor was entitled, or at the pipeline flange between the amount of Hydrocarbons nominated by or allocated to Assignor and the Hydrocarbons actually delivered on behalf of Assignor at that point.

"Joint Interest" shall have the meaning set forth in the Purchase Agreement.

"Law" shall mean any applicable statute, law, rule, regulation, ordinance, order, code, ruling, writ, injunction, decree or other official act of or by any Governmental Authority.

"Net Revenue Interest" with respect to any Well or Lease, shall mean the interest in and to all Hydrocarbons produced, saved, and sold from or allocated to such Well or Lease, after giving effect to all royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests, and other burdens upon, measured by, or payable out of production therefrom.

"Oil and Gas Leases" shall have the meaning set forth in the Purchase Agreement.

"Operating Data" shall mean operations, environmental and production data (including operational and technical work product) to the extent relating to the Conveyed Interests, but in each case excluding any information that cannot, without commercially unreasonable effort or expense that Assignee does not agree to undertake or pay, as applicable, be separated from any files, records, maps, information and data relating to the Excluded Assets.

“**Permit**” shall mean any permit, consent, authorization, approval, registration, license, exemption, certificate, order, waiver, franchise, variance, right, or other authorization granted by or obtained from any Governmental Authority.

“**Permitted Encumbrances**” shall have the meaning set forth in the Purchase Agreement.

“**Person**” shall mean any individual, firm, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, Governmental Authority or any other entity.

“**Purchase Agreement**” shall mean the Purchase and Sale Agreement, dated December 28, 2011, by and between Assignor and Assignee.

“**Related Agreements**” shall have the meaning set forth in the Purchase Agreement.

“**Retained Interests**” shall mean the 65% undivided interest in and to the Assets held by Assignor after giving effect to the purchase and sale of the Conveyed Interests, along with the Seller’s Retained ORRI, as contemplated by Section 1.2 and shall include (i) all right, title and interest held by Assignor that is held as a tenant in common with Assignee after the Transfer Time and (ii) all production of Hydrocarbons related thereto.

“**Tax**” shall have the meaning set forth in the Purchase Agreement.

“**Third Party**” shall mean any Person other than a Party or an Affiliate of a Party.

“**Working Interest**” shall mean, with respect to a Well or Lease, the interest in and to such Well or Lease that is burdened with the obligation to bear and pay costs and expenses of maintenance, development and operations on or in connection with such Well or Lease, but without regard to the effect of any royalties, overriding royalties, production payments, net profits interests and other similar burdens upon, measured by, or payable out of production therefrom.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the Transfer Time.

ASSIGNOR:

HUNT OIL COMPANY

By: *Bill Rex*
Bill Rex
Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 17th day of May 2012, by Bill Rex, Vice President of Hunt Oil Company, a Delaware corporation, on behalf of said corporation.



Angela R. Singley
Notary Public
Printed Name: Angela Singley
My Commission Expires: _____

ASSIGNEE:

MARUBENI EAGLE FORD LP

By: Marubeni Shale Investment GP LLC,
its general partner

By: 
Keiichiro Mano
Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 17th day of May, 2012, by Keiichiro Mano, Vice President of Marubeni Shale Investment GP LLC, a Delaware limited liability company and general partner of Marubeni Eagle Ford LP, a Texas limited partnership, on behalf of said limited partnership.




Notary Public
Printed Name: Angela Singley
My Commission Expires: _____

EXHIBIT A
EAGLE FORD LEASES AND WELLS

Exhibit A-1: Leases: See attached spreadsheet.

Exhibit A-2: Wells: See attached spreadsheet.

**Exhibit A-1 to Assignment,
LaSalle and McMullen Counties**

Lse No	Lse Sfx	Lessor Description	Lessee Name	Lse Date	Lse Exp Dte	Legal Formatted Desc	County Name	Recording Information	Lease Gross Acres	Hunt Net Acres
HL086574	00	SOUTH TEXAS SYNDICATE TRUST	TEXAS LONE STAR PETR	03/15/06	03/15/13	683.48 ACS, GWT&P RR CO SVY, A-534, M E LANE SVY,	MCMULLEN	Vol 444, Pg 459	683.480	341.740
HL086570	00	SOUTH TEXAS SYNDICATE TRUST	BROAD OAK ENERGY INC	07/25/06	07/25/12	3094.077 ACS, AMEND. 1/6/11 TO 4,888.368 ACS, LASALLE & McMULLEN COS., TX BEING IN E. M. Rudder Svy No. 503, A-938, CCSD&RGNG RR, H&OB RR CO SVY NO 29, A-584, M E LANE SVY NO 6, A-620, M E LANE SVY NO 4, A-619, GWT&P RR CO SVY NO 5, 10, A-688, J W LANE SVY NO 26, A-693, J W LANE SVY NO 18, A-692, GWT&P RR CO SVY NO 17, A-540, S O PETTUS SVY NO 4, A-353, J I DIAZ SVY NO 3, A-175 AND E M RUDDER SVY, NO 506, A-939 CO SVY NO 45, 596	LASALLE / MCMULLEN	Vol 448, Pg 148, Doc 62192; Vol 459, Pg 55, Doc 78912	3094.077	1547.039
HL086575	00	SOUTH TEXAS SYNDICATE TRUST	BROAD OAK ENERGY INC	02/26/07	02/26/13	2371.205 ACS, AMENDED 1/61/11 TO 1,707.555 ACS BEING IN GWT&P RR CO SVY NO 11, A-537, GWT&P RR CO SVY NO 13, A-538, GWT&P RR CO SVY NO 7 A-533, BS&F SVY NO 1, A-577, M E LANE SVY NO 8, A-621, M E LANE SVY NO 30, A-622 AND CCSD&RGNG RR CO SVY NO 759, A-851	LASALLE / MCMULLEN	Vol 451, Pg 136, Doc 62602; Vol 461, Pg 525, Doc 79395	1707.555	853.778

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Exhibit A-2**Wells**

Well	API Number	WI	NRI	Operator	Spud Date
STS A-1391 #1H	42283323000000	0.5000	0.3731	HOC	7/14/2010
STS A-1391 #2H	42283326480000	0.5000	0.3731	HOC	6/18/2011
STS A-692 #1H	42311346010000	0.5000	0.3731	HOC	8/22/2011
STS A-692 #2H	42311346500000	0.5000	0.3731	HOC	10/6/2011
STS A-1391 #3H	42283328720000	0.5000	0.3731	HOC	11/20/2011
STS A-1391 #4H	42283329710000	0.5000	0.3731	HOC	TBD

EXHIBIT B
CONVEYED DEPTHS

All depths included in the interval from the surface to the correlative stratigraphic equivalent of the depth that is 100 feet below the base of the Buda Formation as such formation is defined in the Array Induction Log run on September 12, 2011, for the Hunt Oil Company Zaiontz #1H Well, Andres Hernandez Survey, A-17, Wilson County, Texas, API # 42-493-32599. The base of the Buda Formation is defined at a measured depth of 7972 feet in said well.

FILED FOR RECORD

This Jun 08, 2012 at 12:59P
HONORABLE DORAIRENE GARZA
CLERK COUNTY COURT McMULLEN CO. TX
BY: Mattie Sadovsky

THE STATE OF TEXAS
COUNTY OF McMULLEN
I, HONORABLE DORAIRENE GARZA, Clerk of the County Court of said county, do hereby certify that the foregoing instrument of writing, with its certificate of authentication was filed for record in my office this Jun 08, 2012 at 12:59P and duly recorded the Jun 08, 2012 in the McMullen County Records of said County, in VOL 31 on PAGE 1.
Witness my hand and the seal of the County Court of said County at the office in TILDEN, TEXAS the day and year last above written.

HONORABLE DORAIRENE GARZA
CLERK, COUNTY COURT, McMULLEN COUNTY, TEXAS

BY: Mattie Sadovsky



After Recording please return to:
Susie Maldonado
Hunt Oil Company
1900 North Akard Street
Dallas, TX 75201-2300

After recorded return to:
Marubeni Eagle Ford LP
2800 Post Oak Blvd., Suite 6000
Houston, TX 77056
Attn: Mr. Keiichiro Mano

STATE OF TEXAS)
)
COUNTY OF LASALLE)

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this “*Assignment*”), dated May 17, 2012 and effective as of 12:01 a.m. (Central Standard Time) on December 28, 2011 (the “*Transfer Time*”), is by and between Hunt Oil Company, a Delaware corporation (“*Assignor*”), and Marubeni Eagle Ford LP, a Texas limited partnership (“*Assignee*”). Assignor and Assignee are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

For and in consideration of the mutual promises contained herein, the benefits to be derived by each Party hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

**ARTICLE I
ASSIGNMENTS**

Section 1.1 *Assignment.* Subject to the reservation of Seller’s Retained ORRI set forth in Section 1.2, Assignor does hereby forever GRANT, BARGAIN, SELL, CONVEY,

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THE ASSETS AND (III) THOSE ITEMS SET FORTH IN THE PURCHASE AGREEMENT (INCLUDING THOSE ITEMS SET FORTH IN SECTION 7.7 THEREOF). EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN SECTION 2.1, ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY ASSETS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE ASSETS, INCLUDING THE SEISMIC DATA AND INFORMATION, IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS OF THE ASSETS, INCLUDING THE SEISMIC DATA AND INFORMATION, AS ASSIGNEE DEEMS APPROPRIATE.

(b) ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 2.2 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

ARTICLE III ASSUMED OBLIGATIONS

Section 3.1 *Assumed Obligations.* Assignor (subject, in each case described below, to the terms of the Purchase Agreement) (a) is taking the Conveyed Interests subject to Permitted Encumbrances, (b) assumes and agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the Assumed Obligations to the extent related to the Conveyed Interests, and (c) is taking the Conveyed Interests subject to the terms and conditions of all of the Applicable Contracts to the extent related to the Conveyed Interests, and hereby assumes and agrees to fulfill, perform, pay and discharge all obligations arising or related thereto and attributable thereunder to Assignor.

ARTICLE IV MISCELLANEOUS

Section 4.1 *Separate Assignments.* Where separate assignments of the Conveyed Interests have been or will be executed for filing with, and approval by, applicable Governmental Authorities, any such separate assignments (a) shall evidence this Assignment and assignment of the applicable Conveyed Interests herein made and shall not constitute any additional Assignment or assignment of the Conveyed Interests, (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment or the Purchase Agreement and are not intended to create, and shall not create, any representations, warranties or additional covenants of or by the Parties, except for the special warranty of title benefitting Assignee, as set forth in Section 2.1, and (c) shall be deemed to

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contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.

Section 4.2 *Purchase Agreement.* This Assignment is delivered pursuant to the Purchase Agreement. The Purchase Agreement contains certain representations, warranties and agreements of and between the Parties, some of which survive the delivery of this Assignment, as provided for therein and shall not be merged into this Assignment or be otherwise negated by the execution or delivery of this Assignment. This Assignment shall not be construed to amend the Purchase Agreement or vary the rights or obligations of either Assignor or Assignee from those set forth in the Purchase Agreement.

Section 4.3 *Governing Law.* This Assignment and the legal relations between the Parties shall be governed and construed in accordance with the laws of the State of Texas, excluding any conflicts of law rule or principle that might refer construction of such provisions to the laws of another jurisdiction.

Section 4.4 *Successors and Assigns.* The terms and provisions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective legal representatives, successors, and assigns.

Section 4.5 *Interpretation.* In construing this Assignment: (a) no consideration shall be given to the captions of the Articles, Sections, subsections or clauses, which are inserted for convenience in locating the provisions of this Assignment and not as an aid to construction and shall not be interpreted to limit or otherwise affect the provisions of this Assignment, (b) no consideration shall be given to the fact or presumption that either Party had a greater or lesser hand in drafting this Assignment, (c) the plural shall be deemed to include the singular, and vice versa, (d) each Exhibit to this Assignment is part of this Assignment, (e) each Exhibit attached to this Assignment shall be deemed incorporated herein as if set forth in full herein, and (f) all references in this Assignment to Exhibits, Articles, and Sections refer to the corresponding Exhibits to, Articles of, and Sections of this Assignment unless expressly provided otherwise.

Section 4.6 *Counterparts.* This Assignment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one assignment.

Section 4.7 *Further Assurances.* Assignor covenants and agrees to execute and deliver, or shall cause to be executed and delivered from time to time, such further instruments of conveyance and transfer, and shall take such other actions as Assignee may reasonably request, to convey and deliver the Conveyed Interests to Assignee, to perfect Assignee's record title thereto, and to accomplish the orderly partial transfer of the Conveyed Interests to Assignee in the manner contemplated by this Assignment.

ARTICLE V DEFINED TERMS

Section 5.1 *Defined Terms.* In addition to the terms defined elsewhere in this Assignment, for purposes hereof, the terms defined in this Section 5.1, when used in this Assignment, shall have the meanings set forth in this Section 5.1.

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“*Affiliate*” shall mean with respect to a Person, any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. The term “*control*” and its derivatives with respect to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“*Applicable Contract*” shall mean, to the extent they relate to the Conveyed Interests and Assignor is a party, all Contracts (i) by which any of the Properties are bound or (ii) that primarily relate to the Properties or other Conveyed Interests and (in each case) that will be binding on Assignee after giving effect to this Assignment, including farmin and farmout agreements; surface use agreements, bottomhole agreements; crude oil, condensate, and natural gas purchase and sale agreements; gathering, transportation, and marketing agreements; hydrocarbon storage agreements, acreage contribution agreements; operating agreements; balancing agreements; pooling declarations or agreements; unitization agreements; processing agreements; facilities or equipment leases; crossing agreements; letters of no objection; production handling and water use agreements; and other similar contracts and agreements, but exclusive of (x) any master service agreements or (y) contract or agreement relating to seismic data and information.

“*Assumed Obligations*” shall mean all obligations and liabilities, known or unknown, related to or arising out of the Conveyed Interests, regardless of whether such obligations or liabilities arose prior to or after the Transfer Time; *provided* that the Assumed Obligations shall not include any Retained Liabilities (as defined in the Purchase Agreement).

“*Conveyed Depths*” shall have the meaning set forth in Exhibit B.

“*Contract*” shall mean any written or oral contract, agreement, agreement regarding indebtedness, indenture, debenture, note, bond, loan, lease, mortgage, franchise, license agreement, purchase order, binding bid, commitment, letter of credit or any other legally binding arrangement. The definition of “*Contract*” shall not include any Lease, easement, right-of-way, crossing agreement, Permit or other instrument (other than acquisition, sales or purchase agreements) creating or evidencing an interest in the Conveyed Interests that constitutes real or immovable property related to or used in connection with the operations of any Conveyed Interests.

“*Effective Time*” shall mean 6:59 a.m. (Central Standard Time) on January 1, 2012.

“*Excluded Assets*” shall mean all right, title and interest of Assignor or any of its Affiliates in and to any property, right or asset not expressly included in the definition of “*Conveyed Interests*” including: (i) all corporate minute books, financial, Tax and accounting records that relate to Assignor’s business generally (excluding copies of historical accounting records to the extent relating to the Conveyed Interests and separable from Assignor’s records on a commercially reasonable basis); (ii) all trade credits, all accounts, receivables and all other proceeds, income or revenues attributable to the Assets with respect to any period of time prior to the Effective Time; (iii) except to the extent related to an Assumed Obligation, all rights and interests of Assignor (a) under any policy or agreement of insurance or indemnity, (b) under any

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bond or (c) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of property prior to the Transfer Time; (iv) all right, title and interest in any oil and gas or mineral leases, overriding royalties, production payments, net profits interests, fee mineral interests, fee royalty interests and other interests in oil, gas and other minerals relating to the Excluded Depths (except insofar as such interests pertain to the Conveyed Depths); (v) all Hydrocarbons produced and sold from the Properties with respect to all periods prior to the Effective Time and all proceeds attributable thereto; (vi) all claims for refunds of or loss carry forwards with respect to (a) Taxes for which Assignor is responsible pursuant to Section 8.4 of the Purchase Agreement, (b) income or franchise taxes of Assignor attributable to any period (or portion thereof) on or prior to the Transfer Time, or (c) any taxes attributable to the Excluded Assets; (vii) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, names, trademarks and logos and all other intellectual property of any kind (other than the Geoscientific Data listed on Schedule 4 to the Purchase Agreement); (viii) all documents and instruments that are protected by an attorney-client privilege or that are work product of counsel (other than title opinions relating solely to the Conveyed Interests); (ix) all data that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with Third Parties to the extent consent for disclosure is not obtained or obtainable without the payment of any funds that Assignee has not paid or the expenditure of commercially unreasonable efforts; (x) all licensed seismic data and related information relating to the Assets that requires Third Party consent for partial assignment to Assignee if such consent is not obtained or obtainable without the payment of any funds that Assignee has not paid or the expenditure of commercially unreasonable efforts; (xi) documents prepared or received by Assignor or its Affiliates with respect to (a) lists of prospective purchasers for transactions compiled by Assignor or its Affiliates, (b) bids submitted by other prospective purchasers of the Conveyed Interests, (c) analyses by Assignor or its Affiliates of any bids submitted by any prospective purchaser, (d) correspondence between or among Assignor, its Affiliates and its and their respective representatives, and any prospective purchaser, and (e) correspondence between Assignor or its Affiliates or any of its or their respective representatives with respect to any of the bids, the prospective purchasers, or the transactions contemplated in this Assignment, the Purchase Agreement or the other Related Agreements; (xii) any offices, office leases or personal property not directly related and necessary to the production of Hydrocarbons from the Properties (for example, trucks and computers); (xiii) any Conveyed Interests that are excluded from the transaction contemplated by the Purchase Agreement by virtue of any provisions hereof or thereof (including Properties re-conveyed to Assignor pursuant to Section 3.2 or Section 3.4(c) of the Purchase Agreement); (xiv) Assignor's bonds; (xv) any amounts in suspense as of the Transfer Time; (xvi) all Imbalances relating to the Properties or other Conveyed Interests arising before the Transfer Time; (xvii) originals and copies of all Records, subject to Assignee's right to obtain a copy of such Records at its sole cost and expense pursuant to Section 1.1(i); and (xviii) all rights arising under or attributable to the Retained Interests, including the right to use all or any portion of the Retained Interests in respect of the ownership, development, operation and production of the Excluded Depths (to the extent such use does not materially interfere with the ownership, development, operation or production of the Conveyed Depths), including the non-exclusive right of ingress and egress across the Assets and through the Conveyed Depths and the non-exclusive right to use the Rights-of-Way in respect of the ownership, development, operation and production of the Excluded Depths and the gathering, storage, transportation and marketing of

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Hydrocarbons produced from the Excluded Depths (to the extent such use does not materially interfere with the ownership, development, operation or production of the Conveyed Depths). For the avoidance of doubt, Assignor's interest in the Retained Interests, including Seller's Retained ORRI, are Excluded Assets.

"Excluded Depths" shall mean any oil and gas horizons underlying the surface of the Lands covered by the Leases that are not expressly included in the definition of **"Conveyed Depths."**

"Geoscientific Data" shall mean all geological, geographical and/or geophysical maps, surveys, field tapes, data, processings, interpretations, prospects, and other related information owned by Assignor or its Affiliate and to the extent relating to the Conveyed Interests.

"Governmental Authority" shall mean any federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

"Hydrocarbons" shall mean oil and gas and other hydrocarbons produced or processed in association therewith.

"Imbalance" shall mean any imbalance at the wellhead between the amount of Hydrocarbons produced from a Well and allocated to the interests of Assignor therein and the shares of production from the relevant Well to which Assignor was entitled, or at the pipeline flange between the amount of Hydrocarbons nominated by or allocated to Assignor and the Hydrocarbons actually delivered on behalf of Assignor at that point.

"Joint Interest" shall have the meaning set forth in the Purchase Agreement.

"Law" shall mean any applicable statute, law, rule, regulation, ordinance, order, code, ruling, writ, injunction, decree or other official act of or by any Governmental Authority.

"Net Revenue Interest" with respect to any Well or Lease, shall mean the interest in and to all Hydrocarbons produced, saved, and sold from or allocated to such Well or Lease, after giving effect to all royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests, and other burdens upon, measured by, or payable out of production therefrom.

"Oil and Gas Leases" shall have the meaning set forth in the Purchase Agreement.

"Operating Data" shall mean operations, environmental and production data (including operational and technical work product) to the extent relating to the Conveyed Interests, but in each case excluding any information that cannot, without commercially unreasonable effort or expense that Assignee does not agree to undertake or pay, as applicable, be separated from any files, records, maps, information and data relating to the Excluded Assets.

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“Permit” shall mean any permit, consent, authorization, approval, registration, license, exemption, certificate, order, waiver, franchise, variance, right, or other authorization granted by or obtained from any Governmental Authority.

“Permitted Encumbrances” shall have the meaning set forth in the Purchase Agreement.

“Person” shall mean any individual, firm, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, Governmental Authority or any other entity.

“Purchase Agreement” shall mean the Purchase and Sale Agreement, dated December 28, 2011, by and between Assignor and Assignee.

“Related Agreements” shall have the meaning set forth in the Purchase Agreement.

“Retained Interests” shall mean the 65% undivided interest in and to the Assets held by Assignor after giving effect to the purchase and sale of the Conveyed Interests, along with the Seller’s Retained ORRI, as contemplated by Section 1.2 and shall include (i) all right, title and interest held by Assignor that is held as a tenant in common with Assignee after the Transfer Time and (ii) all production of Hydrocarbons related thereto.

“Tax” shall have the meaning set forth in the Purchase Agreement.

“Third Party” shall mean any Person other than a Party or an Affiliate of a Party.

“Working Interest” shall mean, with respect to a Well or Lease, the interest in and to such Well or Lease that is burdened with the obligation to bear and pay costs and expenses of maintenance, development and operations on or in connection with such Well or Lease, but without regard to the effect of any royalties, overriding royalties, production payments, net profits interests and other similar burdens upon, measured by, or payable out of production therefrom.

[Signature Page Follows]

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the Transfer Time.

ASSIGNOR:

HUNT OIL COMPANY

By: Bill Rex
Bill Rex
Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 17th day of May 2012, by Bill Rex, Vice President of Hunt Oil Company, a Delaware corporation, on behalf of said corporation.



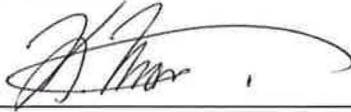
Angela R. Singley
Notary Public
Printed Name: Angela Singley
My Commission Expires: _____

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ASSIGNEE:

MARUBENI EAGLE FORD LP

By: Marubeni Shale Investment GP LLC,
its general partner

By: 
Keiichiro Mano
Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 17th day of May, 2012, by Keiichiro Mano, Vice President of Marubeni Shale Investment GP LLC, a Delaware limited liability company and general partner of Marubeni Eagle Ford LP, a Texas limited partnership, on behalf of said limited partnership.




Notary Public
Printed Name: Angela Singley
My Commission Expires: _____

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EXHIBIT A
EAGLE FORD LEASES AND WELLS

Exhibit A-1: Leases: See attached spreadsheet.

Exhibit A-2: Wells: See attached spreadsheet.

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**Exhibit A-1 to Assignment,
LaSalle and McMullen Counties**

Lse No	Lse Sfx	Lessor Description	Lessee Name	Lse Date	Lse Exp Dte	Legal Formatted Desc	County Name	Recording Information	Lease Gross Acres	Hunt Net Acres
HL086570	00	SOUTH TEXAS SYNDICATE TRUST	BROAD OAK ENERGY INC	07/25/06	07/25/12	3094.077 ACS, AMEND. 1/6/11 TO 4,888.368 ACS, LASALLE & McMULLEN COS., TX BEING IN E. M. Rudder Svy No. 503, A-938, CCSD&RGNG RR, H&OB RR CO SVY NO 29, A-584, M E LANE SVY NO 6, A-620, M E LANE SVY NO 4, A-619, GWT&P RR CO SVY NO 5, A-534, M E LANE SVY NO 10, A-688, J W LANE SVY NO 26, A-693, J W LANE SVY NO 18, A-692, GWT&P RR CO SVY A-540, S O PETTUS SVY NO 4, A-353, J I DIAZ SVY NO 3, A-175 AND E M RUDDER SVY, NO 506, A-939 CO SVY NO 45, 596	LASALLE / MCMULLEN	Vol 448, Pg 148, Doc 62192; Vol 459, Pg 55, Doc 78912	3094.077	1547.039
HL086573	00	SOUTH TEXAS SYNDICATE TRUST	BROAD OAK ENERGY INC	07/25/06	07/25/12	4224.7175 ACS, LASALLE CO BEING IN H&GN RR CO SVY, NO 41, A-220, S HUMMEL SVY NO 42, A-1391, G W VON ROEDER SVY NO 34, A-1314, H&GN RR CO SVY NO 33, A-216, H&GN RR CO SVY NO 247, A-322, R CURTIS SVY NO 248, A-1138, H&NG RR CO SVY NO 249, A-323, CCSD & RCNG RR CO SVY NO 757, A-850 AND H&GN RR CO SVY NO 35, A-217	LASALLE	Vol 459, Pg 53, Doc 78911	4888.368	2444.184

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**Exhibit A-1 to Assignment,
LaSalle and McMullen Counties**

Lse No	Lse Sfx	Lessor Description	Lessee Name	Lse Date	Lse Exp Dte	Legal Formatted Desc	County Name	Recording Information	Lease Gross Acres	Hunt Net Acres
HL086575	00	SOUTH TEXAS SYNDICATE TRUST	BROAD OAK ENERGY INC	02/26/07	02/26/13	2371.205 ACS, AMENDED 1/61/11 TO 1,707.555 ACS BEING IN GWT&P RR CO SVY NO 11,A-537, GWT&P RR CO SVY NO 13,A-538, GWT&P RR CO SVY NO 7 A-533, BS&F SVY NO 1, A-577, M E LANE SVY NO 8, A-621, M E LANE SVY NO 30, A-622 AND CCSD&RGNG RR CO SVY NO 759, A-851	LASALLE / MCMULLEN	Vol 451, Pg 136, Doc 62602; Vol 461, Pg 525, Doc 79395	1707.555	853.778

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Exhibit A-2

Wells

Well	API Number	WI	NRI	Operator	Spud Date
STS A-1391 #1H	4228332300000	0.5000	0.3731	HOC	7/14/2010
STS A-1391 #2H	4228332648000	0.5000	0.3731	HOC	6/18/2011
STS A-692 #1H	4231134601000	0.5000	0.3731	HOC	8/22/2011
STS A-692 #2H	4231134650000	0.5000	0.3731	HOC	10/6/2011
STS A-1391 #3H	4228332872000	0.5000	0.3731	HOC	11/20/2011
STS A-1391 #4H	4228332971000	0.5000	0.3731	HOC	TBD

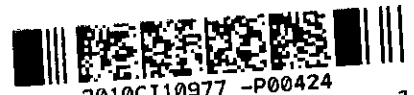
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EXHIBIT B
CONVEYED DEPTHS

All depths included in the interval from the surface to the correlative stratigraphic equivalent of the depth that is 100 feet below the base of the Buda Formation as such formation is defined in the Array Induction Log run on September 12, 2011, for the Hunt Oil Company Zaiontz #1H Well, Andres Hernandez Survey, A-17, Wilson County, Texas, API # 42-493-32599. The base of the Buda Formation is defined at a measured depth of 7972 feet in said well.



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NO. 2010-CI-10977

JOHN K. MEYER, ET AL,)	IN THE DISTRICT COURT
)	
Plaintiff(s),)	
)	
VS.)	BEXAR COUNTY, TEXAS
)	
JP MORGAN CHASE BANK, N.A.)	
INDIVIDUALLY/CORPORATELY AND))	
AS TRUSTEE OF THE SOUTH)	
TEXAS SYNDICATE TRUST and)	
GARY P. AYMES,)	
)	
Defendant(s).)	225TH JUDICIAL DISTRICT

CPT
Barbara Kay Griffin
 DEPUTY

FILED
 DONNA KAY MCKINNEY
 DISTRICT CLERK
 BEXAR COUNTY
 14 FEB 20 PM 3:18

REPORTER'S CERTIFICATION
 DEPOSITION OF ROBERT E. LEE, III
 DECEMBER 17, 2013

I, Barbara Kay Griffin, Certified Shorthand Reporter in and for the State of Texas, hereby certify to the following:

That the witness, ROBERT E. LEE, III, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;

That the deposition transcript was submitted on 12-27-13 to the attorney for Plaintiffs for examination, signature, and return to me by 1-16-14;

That the amount of time used by each party at the deposition is as follows:

David Jed Williams - 04:42

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That pursuant to information given to the deposition officer at the time said testimony was taken, the following includes counsel for all parties of record:

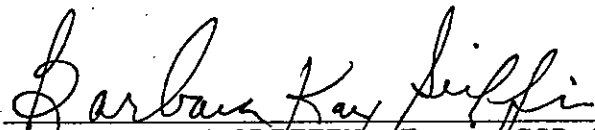
James L. Drought, Ian Bolden, Richard Tinsman,
Sharon Savage, George Spencer, Jr., John Massopust,
Attorneys for Plaintiff(s)

David Jed Williams, Kevin M. Beiter
Attorneys for Defendant(s)

I further certify that I am neither counsel for, related to, nor employed by any of the parties or attorneys in the action in which this proceeding was taken, and further that I am not financially or otherwise interested in the outcome of the action.

Further certification requirements pursuant to Rule 203 of TRCP will be certified to after they have occurred.

Certified to by me this 23 day of December, 2013.


BARBARA KAY GRIFFIN, Texas CSR 2494
Expiration Date: 12/31/14
Firm Registration No. 631
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400

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FURTHER CERTIFICATION UNDER RULE 203 TRCP

The original deposition was ~~was not~~ returned to the deposition officer on 1-16-14;

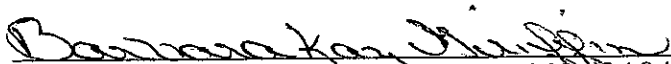
If returned, the attached Changes and Signature page contains any changes and the reasons therefor;

If returned, the original deposition was delivered to DAVID JED WILLIAMS, Custodial Attorney;

That \$ 1387.50 is the deposition officer's charges to the Defendants for preparing the original deposition transcript and any copies of exhibits;

That the deposition was delivered in accordance with Rule 203.3, and that a copy of this certificate was served on all parties shown herein and filed with the Clerk.

Certified to by me this 17th day of Feb, 2013.

 By BW
BARBARA KAY GRIFFIN, Texas CSR 2494
Expiration Date: 12/31/14
Firm Registration No. 631
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400

(Consolidated Under)
2010-CI-10977

JOHN K. MEYER, ET AL.,
Plaintiff,

vs.

JP MORGAN CHASE BANK, N.A.
INDIVIDUALLY/CORPORATELY
AND AS TRUSTEE OF THE SOUTH
TEXAS SYNDICATE TRUST
and GARY P. AYMES,
Defendants.

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IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

AFFIDAVIT OF CUSTODIAN OF RECORDS FOR
TALISMAN ENERGY USA, INC.

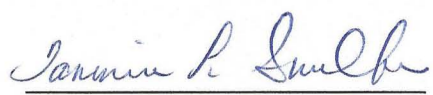
Before me, the undersigned authority, personally appeared Matthew R. Reynolds, who, being by me duly sworn, deposed as follows:

My name is Matthew R. Reynolds, I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

I am the custodian of the records of Talisman Energy USA, Inc. Attached hereto are 48 pages of records from Talisman Energy USA Inc. These said 48 pages of records are kept by Talisman Energy USA Inc. in the regular course of business, and it was the regular course of business of Talisman Energy USA, Inc., with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are the original or exact duplicates of the original.


Affiant

SWORN TO AND SUBSCRIBED before me on the 14th day of January, 2014.


Notary Public, State of Texas
Commonwealth of Pennsylvania

Business Records Affidavit - Talisman Energy USA, Inc

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Tammie L. Smelko, Notary Public
Cranberry Twp., Butler County
My Commission Expires Aug. 13, 2014
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



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NO. 2010-CI-10977

JOHN K. MEYER, ET AL,) IN THE DISTRICT COURT
)
 Plaintiff(s),)
)
 VS.) BEXAR COUNTY, TEXAS
)
 JP MORGAN CHASE BANK, N.A.)
 INDIVIDUALLY/CORPORATELY AND)
 AS TRUSTEE OF THE SOUTH)
 TEXAS SYNDICATE TRUST and)
 GARY P. AYMES,)
)
 Defendant(s).) 225TH JUDICIAL DISTRICT

FILED
 DONNA KAY MCKINNEY
 DISTRICT CLERK
 BEXAR COUNTY
 14 FEB 20 14
 14 FEB 20 3:19 PM
 DEPUTY
 BRADSHAW

REPORTER'S CERTIFICATION
 DEPOSITION OF CHARLES E. GRAHAM, III
 DECEMBER 18, 2013

I, Barbara Kay Griffin, Certified Shorthand Reporter in and for the State of Texas, hereby certify to the following:

That the witness, CHARLES E. GRAHAM, III, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;

That the deposition transcript was submitted on 12-30-13 to the attorney for Plaintiffs for examination, signature, and return to me by 1-21-14;

That the amount of time used by each party at the deposition is as follows:

Kevin M. Beiter - 05:02

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That pursuant to information given to the deposition officer at the time said testimony was taken, the following includes counsel for all parties of record:

James L. Drought, Ian Bolden, Richard Tinsman, Sharon Savage, George Spencer, Jr., John Massopust, Attorneys for Plaintiff(s)

Kevin M. Beiter and David Jed Williams, Attorneys for Defendant(s)

I further certify that I am neither counsel for, related to, nor employed by any of the parties or attorneys in the action in which this proceeding was taken, and further that I am not financially or otherwise interested in the outcome of the action.

Further certification requirements pursuant to Rule 203 of TRCP will be certified to after they have occurred.

Certified to by me this 26 day of December, 2013.

Barbara Kay Griffin
BARBARA KAY GRIFFIN, Texas CSR
Expiration Date: 12/31/14
Firm Registration No. 631
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400



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FURTHER CERTIFICATION UNDER RULE 203 TRCP

The original deposition was ~~was not~~ returned to the deposition officer on 1-21-14;


If returned, the attached Changes and Signature page contains any changes and the reasons therefor;

If returned, the original deposition was delivered to KEVIN M. BEITER, Custodial Attorney;

That \$ 1,894.50 is the deposition officer's charges to the Defendants for preparing the original deposition transcript and any copies of exhibits;

That the deposition was delivered in accordance with Rule 203.3, and that a copy of this certificate was served on all parties shown herein and filed with the Clerk.

Certified to by me this 18th day of Feb, 2014.


BARBARA KAY GRIFFIN, Texas CSR 2494
Expiration Date: 12/31/14
Firm Registration No. 631
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400

By BW

(Consolidated Under)
2010-CI-10977

JOHN K. MEYER, ET AL.,	§	IN THE DISTRICT COURT
Plaintiff,	§	
	§	
vs.	§	
	§	
JP MORGAN CHASE BANK, N.A.	§	225 TH JUDICIAL DISTRICT
INDIVIDUALLY/CORPORATELY	§	
AND AS TRUSTEE OF THE SOUTH	§	
TEXAS SYNDICATE TRUST	§	
and GARY P. AYMES,	§	
Defendants.	§	BEXAR COUNTY, TEXAS

**PLAINTIFFS' NOTICE OF REQUESTS FOR PRODUCTION
OF DOCUMENTS TO MARUBENI EAGLE FORD LP**

Plaintiff's serve upon:

National Registered Agents, Inc.
1999 Bryan St., Ste. 900
Dallas, Texas 75201

Registered Agent for:

Marubeni Eagle Ford LP
2800 Post Oak Blvd., Suite, 6000
Houston, Texas 77056

Pursuant to Rule 205 of the Texas Rules of Civil Procedure, Plaintiffs request Marubeni Eagle Ford LP produce for inspection and copying all documents responsive to the Requests attached hereto at 10:00 a.m. on February 14, 2014 at the law offices of Drought, Drought, & Bobbitt, LLP (or another mutually agreed upon location), 112 E. Pecan St., Suite 2900, San Antonio, Texas 78205. Plaintiffs will serve a Subpoena upon Marubeni Eagle Ford LP after the expiration of ten (10) days

from service of this Notice.

Respectfully submitted,
John B. Massopust (*pro hac vice*)
Matthew J. Gollinger (*pro hac vice*)
ZELLE HOFMANN VOELBEL & MASON LLP
500 Washington Avenue South, Suite 4000
Minneapolis, Minnesota 55415-1152
(612) 339-2020 - Telephone
(612) 336-9100 - Facsimile

**ATTORNEYS FOR
INTERVENOR-PLAINTIFFS,
LINDA ALDRICH, ET AL.**

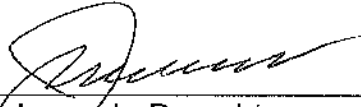
Jim L. Flegle
State Bar No. 07118600
LOEWINSOHN FLEGLE DEARY, L.L.P.
12377 Merit Dr., Suite 900
Dallas, Texas 75251
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**ATTORNEYS FOR PLAINTIFFS,
EMILIE BLAZE, ET AL.**

Richard Tinsman
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Robert Rosenbach
State Bar No. 17266400
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DROUGHT, DROUGHT & BOBBITT, LLP
2900 Weston Centre
112 East Pecan Street
San Antonio, Texas 78205
(210) 225-4031 Telephone
(210) 222-0586 Telecopier

By: 
James L. Drought
State Bar No. 06135000
**ATTORNEYS FOR PLAINTIFFS,
JOHN K. MEYER, ET AL.**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been sent
by:

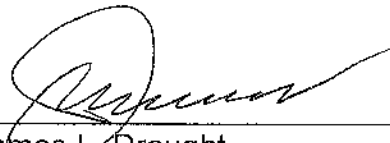
U.S. Certified Mail, Return Receipt Requested to:
 Facsimile to:
 First Class Mail to:
 Hand Delivery to:

Mr. Patrick K. Sheehan
Mr. Rudy Garza
Mr. David Jed Williams
Hornberger Sheehan Fuller Beiter Wittenberg & Garza Incorporated
7373 Broadway, Suite 300
San Antonio, TX 78209

Mr. John C. Eichman
Mr. Amy S. Bowen
Hunton & Williams LLP
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202

Mr. Fred W. Stumpf
Boyer Short, A Professional Corporation
Nine Greenway Plaza, Suite 3100
Houston, Texas 77046

on this the 28th day of January, 2014.



James L. Drought

INSTRUCTIONS

- a. For any requested information about a document that no longer exists or cannot be located, identify the document, state how and when it passed out of existence, or when it could no longer be located, and the reason(s) for the disappearance. Also, identify each person having knowledge about the disposition or loss and identify each document evidencing the existence or nonexistence of each document that cannot be located.
- b. Each Request below includes a request for production of data and/or information that exists in electronic and/or magnetic form. All responsive data and/or information that exists in electronic or magnetic form should be: (i) copied to a CD-ROM, DVD-ROM, or other external storage device in its native format (i.e., the format in which such data and/or information that exists in electronic and/or magnetic form was created, maintained, and/or used in the ordinary course of business) with all metadata intact; and (ii) produced in bates numbered form either (a) printed on paper or (b) electronically in either PDF or TIFF format. If any electronic or magnetic data requested cannot be produced in the form requested, please state the form in which information is regularly kept and/or can be produced.

NOTICE OF PROTECTIVE ORDER

An Agreed Protective Order has been entered in this case whereby documents produced in the case can be designated confidential. A copy of the Agreed Protective Order will be provided to you upon request.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: Please produce the Purchase and Sale Agreement ("Purchase & Sale Agreement") dated December 28, 2011 between Hunt Oil Company and Marubeni Eagle Ford LP.

RESPONSE:

REQUEST FOR PRODUCTION NO. 2: Please produce all correspondence between Hunt Oil Company and Marubeni Eagle Ford LP regarding the Purchase & Sale Agreement and the Amendments to Oil and Gas Leases, copies of which are attached as **Exhibit A**.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3: Please produce all correspondence between JP Morgan and Marubeni Eagle Ford LP regarding the Purchase & Sale Agreement and the Amendments to Oil and Gas Leases, copies of which are attached as **Exhibit A**.

RESPONSE:



NO. 2010-CI-10977

1
2 JOHN K. MEYER, ET AL,) IN THE DISTRICT COURT
3)
4 Plaintiff(s),)
5)
6 VS.) BEXAR COUNTY, TEXAS
7)
8 JP MORGAN CHASE BANK, N.A.)
9 INDIVIDUALLY/CORPORATELY AND)
10 AS TRUSTEE OF THE SOUTH)
11 TEXAS SYNDICATE TRUST and)
12 GARY P. AYMES,)
13)
14 Defendant(s).) 225TH JUDICIAL DISTRICT CLERK

BY Donna Kay McKinney

DEPUTY

FILED
DONNA KAY MCKINNEY
DISTRICT CLERK
BEXAR COUNTY
14 FEB 20 14
PH 3:19

REPORTER'S CERTIFICATION
DEPOSITION OF JAMES K. O'CONNELL
DECEMBER 16, 2013

CRT

15 I, Barbara Kay Griffin, Certified Shorthand
16 Reporter in and for the State of Texas, hereby certify to
17 the following:

18 That the witness, JAMES K. O'CONNELL, was duly
19 sworn by the officer and that the transcript of the oral
20 deposition is a true record of the testimony given by the
21 witness;

22 That the deposition transcript was submitted on
23 12-30-13 to the attorney for Plaintiffs for
24 examination, signature, and return to me by
25 1-21-14;

That the amount of time used by each party at the
deposition is as follows:

Rudy A. Garza - 04:35

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That pursuant to information given to the deposition officer at the time said testimony was taken, the following includes counsel for all parties of record:

James L. Drought, Ian Bolden, Richard Tinsman, Sharon Savage, George Spencer, Jr., John Massopust, Attorneys for Plaintiff(s)

Rudy A. Garza, David Jed Williams, Attorneys for Defendant(s)

I further certify that I am neither counsel for, related to, nor employed by any of the parties or attorneys in the action in which this proceeding was taken, and further that I am not financially or otherwise interested in the outcome of the action.

Further certification requirements pursuant to Rule 203 of TRCP will be certified to after they have occurred.

Certified to by me this 26 day of December, 2013.

Barbara Kay Griffin
BARBARA KAY GRIFFIN, Texas CSR



Expiration Date. 12/31/14
Firm Registration No. 631
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400

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FURTHER CERTIFICATION UNDER RULE 203 TRCP

The original deposition was was not returned to the deposition officer on 1-21-14;

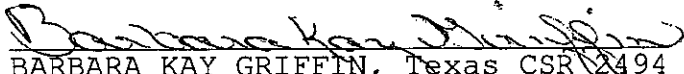
If returned, the attached Changes and Signature page contains any changes and the reasons therefor;

If returned, the original deposition was delivered to RUDY A. GARZA, Custodial Attorney;

That \$1613.90 is the deposition officer's charges to the Defendants for preparing the original deposition transcript and any copies of exhibits;

That the deposition was delivered in accordance with Rule 203.3, and that a copy of this certificate was served on all parties shown herein and filed with the Clerk.

Certified to by me this 16th day of Jan, 2014.

 By BW
BARBARA KAY GRIFFIN, Texas CSR 2494
Expiration Date: 12/31/14
Firm Registration No. 631
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400

(Consolidated Under)
CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL.	§	IN THE DISTRICT COURT
Plaintiffs,	§	
	§	
vs.	§	
	§	
JP MORGAN CHASE BANK, N.A.	§	225TH JUDICIAL DISTRICT
INDIVIDUALLY/CORPORATELY	§	
AND AS TRUSTEE OF THE SOUTH	§	
TEXAS SYNDICATE TRUST	§	
and GARY P. AYMES,	§	
Defendants.	§	BEXAR COUNTY, TEXAS

PLAINTIFFS' MOTION TO COMPEL

(Second, Fourth, Fifth, Sixth, and Seventh Requests for Production)

TO THE HONORABLE JUDGE OF SAID COURT:

Now come Plaintiffs, John K. Meyer, et al., in the above-styled and numbered cause, and file this Motion to Compel Defendant JP Morgan Chase Bank, N.A. ("JPM") to answer Plaintiffs' Second, Fourth, Fifth, Sixth, and Seventh Requests for Production and would respectfully show the Court the following:

Introduction

1. JPM was the trustee of a trust known as the South Texas Syndicate ("STS") until it was forced to resign by court order dated July 19, 2013. A successor trustee is in the process of being selected.

2. Plaintiffs are beneficiaries of the trust and have alleged that JPM breached its fiduciary duties by failing to provide information regarding the trust and failing to properly manage the trust. Plaintiffs have sought to obtain information regarding the trust through discovery, but JPM has refused to provide such

information as follows:

Plaintiffs' Second Request for Production
No. 82

3. On or about April 20, 2011, Plaintiffs served JPMorgan with their Second Request for Production. On or about May 23, 2011, Defendant served its responses.

4. Plaintiffs made the following request:

REQUEST FOR PRODUCTION NO. 82: Produce the division orders from all wells located on STS land.

5. Defendant refused to produce the documents and raised numerous unfounded objections.

Plaintiffs' Fourth Request for Production
No. 1, 4, 5, 8

6. On or about August 7, 2013, Plaintiffs' served JP Morgan with their Fourth Request for Production. On or about November 15, 2013, JP Morgan served its Second Amended Responses.

7. Plaintiffs made the following requests:

REQUEST FOR PRODUCTION NO. 1: Produce all the Specialty Asset budgets addressed by Kevin Smith in his deposition on July 29, 2013 for the years 2007, 2008, 2009, 2010 and 2011.

8. Defendant refused to produce the documents and raised numerous unfounded objections.

REQUEST FOR PRODUCTION NO. 4: Produce the job postings for a senior mineral manager position for the year 2005.

REQUEST FOR PRODUCTION NO. 5: Produce the job postings for a senior mineral manager position for the year H. L. Tompkins was hired by J.P. Morgan Chase Bank, N.A.

9. Regarding job postings for senior mineral manager, Defendant responded that it will produce documents responsive. Plaintiffs request that the Defendant amend its response to affirmatively state that Defendant *has* produced responsive documents.

REQUEST FOR PRODUCTION NO. 8: Produce all the risk management guidelines the Office of the Comptroller of the Currency issued to nationally chartered banks, for the years 2007, 2008, 2009, and 2010.

10. Defendant refused to produce the documents and raised numerous unfounded objections.

Plaintiffs' Fifth Request for Production
Nos. 1, 2, 3, 4, 5, 6

11. On or about September 19, 2013, Plaintiffs' served JP Morgan with their Fifth Request for Production. On or about November 15, 2013, JP Morgan served its Amended Responses.

12. Plaintiffs made the following requests:

REQUEST FOR PRODUCTION NO. 1: Produce all documents relating to the calculation of banking days involving the Petrohawk Properties, LP 12,772.9325 acre Lease dated on or about May 27, 2008.

REQUEST FOR PRODUCTION NO. 2: Produce all documents relating to the calculation of banking days involving the Petrohawk Properties, LP 12,073.475 acre Lease dated on or about May 27, 2008.

REQUEST FOR PRODUCTION NO. 3: Produce all documents relating to the calculation of banking days involving the Petrohawk Properties,

LP 16,903.34 acre Lease dated on or about July 16, 2008.

REQUEST FOR PRODUCTION NO. 4: Produce all documents relating to the calculation of banking days involving the Petrohawk Properties, LP 15,456.66 acre Lease dated on or about December 12, 2008.

REQUEST FOR PRODUCTION NO. 5: Produce all documents relating to the calculation of banking days involving the Petrohawk Properties, LP 3,845.305 acre Lease dated on or about December 12, 2008.

REQUEST FOR PRODUCTION NO. 6: Produce all documents relating to the calculation of banking days involving the Petrohawk Properties, LP 18,473.04 acre Lease dated on or about December 12, 2008.

13. Plaintiffs requested that all documents relating to the calculation of banking days involving the Petrohawk leases be produced. Defendant responded that it will produce documents responsive. Plaintiffs request that the Defendant amend its response to affirmatively state that Defendant *has* produced responsive documents.

Plaintiffs' Sixth Request for Production
Nos. 2, 6, 7, 9, 15, 16

14. On or about November 8, 2013, Plaintiffs' served JP Morgan with their Sixth Request for Production. On or about December 11, 2013, JP Morgan served its responses.

15. Plaintiffs made the following requests:

REQUEST FOR PRODUCTION NO. 2: Produce the STS Tax Opinion prepared by Cox & Smith

16. Defendant has refused to produce the tax opinion claiming it is withheld under the attorney/client and work-product privileges. The objection should be

overruled, and Defendant required to produce the document.

REQUEST FOR PRODUCTION NO. 6: Produce all documents sent or received regarding the OCC's Conflict of Interest examination. (See DEFENDANTS_137997 [sic]).

17. Defendant refused to produce the documents and raised numerous unfounded objections.

REQUEST FOR PRODUCTION NO. 7: Produce all correspondence between the OCC and JPM regarding the specialty asset group from 2007-2010.

18. Defendant refused to produce the documents and raised numerous unfounded objections.

REQUEST FOR PRODUCTION NO. 9: Produce all invoices submitted by Robert Buehler regarding the STS Trust during the 2007-2010 time period.

19. Defendant refused to produce the documents and raised numerous unfounded objections.

REQUEST FOR PRODUCTION NO. 15: Produce all materials developed to market the Eagle Ford shale strategy discussed by Mr. Minter in his deposition in connection with Exhibits 654 and 655. (Page reference from deposition will be supplemented upon receipt of Minter's deposition).

20. Defendant refused to produce the documents and raised numerous unfounded objections.

REQUEST FOR PRODUCTION NO. 16: Produce all written documentation pertaining to the 2 to 3 presentations Petrohawk made to Pattie Ormond at the JPM offices in 2008 which were described by Bob Buehler in his deposition. (Page reference from deposition will be supplemented upon receipt of Minter's deposition).

21. Defendant has responded that it will produce documents responsive. Plaintiffs request that the Defendant amend its response to affirmatively state that Defendant *has* produced responsive documents.

Plaintiffs' Seventh Request for Production
Nos. 4, 6, 8, 9, 10, 11

22. On or about December 11, 2013, Plaintiffs' served JP Morgan with their Sixth Request for Production. On or about January 13, 2014, JP Morgan served its responses.

23. Defendant has stated that it will produce documents responsive to the following requests:

REQUEST FOR PRODUCTION NO. 4: Produce all engagement letters between JP Morgan and Ryder Scott Company, LP in relation to the South Texas Syndicate Trust.

REQUEST FOR PRODUCTION NO. 6: Produce all instructions from JP Morgan to Ryder Scott Company relating to evaluations or analysis of the South Texas Syndicate mineral assets.

REQUEST FOR PRODUCTION NO. 8: Produce all documents pertaining to any development plans or proposed development plans provided to JP Morgan by any lessee of oil, gas or minerals owned by the South Texas Syndicate.

REQUEST FOR PRODUCTION NO. 9: Produce all documents pertaining to any development plans or proposed development plans provided to Jackson Walker by any lessee of oil, gas or minerals owned by the South Texas Syndicate.

REQUEST FOR PRODUCTION NO. 10: Produce all documents supporting the decision to add contingent reserves or modify recoverable categories in the Ryder Scott Company appraisal of the South Texas Syndicate mineral assets dated January 1, 2013.

REQUEST FOR PRODUCTION NO. 11: Produce all communications exchanged between any lessee and Ryder Scott Company, or provided to JP Morgan by any lessee which was intended for Ryder Scott Company, in relation to preparation of the Ryder Scott appraisals dated April 1, 2011 and January 1, 2013.

24. Defendant has responded that it will produce documents responsive.

Plaintiffs request that the Defendant amend its response to affirmatively state that Defendant *has* produced responsive documents.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that this Court set this matter for hearing and that upon hearing hereof, enter an order removing JP Morgan's objections and requiring Defendant to provide answers to Plaintiffs' Second, Fourth, Fifth, Sixth, and Seventh Request for Production, and ordering the requested documents be produced, and granting any other additional relief to which Plaintiffs may be justly entitled.

Respectfully submitted,

John B. Massopust (*pro hac vice*)
Matthew J. Gollinger (*pro hac vice*)
ZELLE HOFMANN VOELBEL & MASON LLP
500 Washington Avenue South, Suite 4000
Minneapolis, Minnesota 55415-1152
(612) 339-2020 - Telephone
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**ATTORNEYS FOR INTERVENOR-PLAINTIFFS,
LINDA ALDRICH, ET AL.**

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**ATTORNEYS FOR PLAINTIFFS,
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George H. Spencer, Jr.
State Bar No. 18921001
Robert Rosenbach
State Bar No. 17266400
CLEMENS & SPENCER, P.C.
112 East Pecan Street, Suite 1300
San Antonio, Texas 78205
Telephone: (210) 227-7121
Facsimile: (210) 227-0732

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been sent
by:

_____ U.S. Certified Mail, Return Receipt Requested to:
✓ _____ Facsimile to:
_____ First Class Mail to:
_____ Hand Delivery to:

Mr. Patrick K. Sheehan
Mr. Rudy Garza
Mr. David Jed Williams
Hornberger Sheehan Fuller Beiter Wittenberg & Garza Incorporated
7373 Broadway, Suite 300
San Antonio, TX 78209

Mr. John C. Eichman
Ms. Amy S. Bowen
Hunton & Williams LLP
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202

Mr. Fred W. Stumpf
Boyer Short, A Professional Corporation
Nine Greenway Plaza, Suite 3100
Houston, Texas 77046

on this the 18th day of February, 2014.

/s/
James L. Drought



2010CI10977 -P00427

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NO. 2010-CI-10977

JOHN K. MEYER, ET AL,) IN THE DISTRICT COURT
)
 Plaintiff(s),)
)
 VS.) BEXAR COUNTY, TEXAS
)
 JP MORGAN CHASE BANK, N.A.)
 INDIVIDUALLY/CORPORATELY AND) *Barbara Kay Griffin*
 AS TRUSTEE OF THE SOUTH) DEPUTY
 TEXAS SYNDICATE TRUST and)
 GARY P. AYMES,)
)
 Defendant(s).) 225TH JUDICIAL DISTRICT

FILED
 DONNA KAY MCKINNEY
 DISTRICT CLERK
 BEXAR COUNTY
 14 FEB 20 13:20
 14 FEB 20 13:20

REPORTER'S CERTIFICATION
 DEPOSITION OF JASON BECK
 JANUARY 16, 2014

I, Barbara Kay Griffin, Certified Shorthand Reporter in and for the State of Texas, hereby certify to the following:

That the witness, JASON BECK, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the witness;

That the deposition transcript was submitted on 1-24-14 to the attorney for Plaintiffs for examination, signature, and return to me by 2-18-14;

That the amount of time used by each party at the deposition is as follows:

- Robert Rosenbach - 01:19
- James L. Drought - 00:14

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That pursuant to information given to the deposition officer at the time said testimony was taken, the following includes counsel for all parties of record:

Robert Rosenbach, James L. Drought, Ian Bolden, Richard Tinsman and Sharon Savage, Attorneys for Plaintiff(s)

David Jed Williams, Attorneys for Defendant(s)

I further certify that I am neither counsel for, related to, nor employed by any of the parties or attorneys in the action in which this proceeding was taken, and further that I am not financially or otherwise interested in the outcome of the action.

Further certification requirements pursuant to Rule 203 of TRCP will be certified to after they have occurred.

Certified to by me this 21 day of January, 2014.

Barbara Kay Griffin

BARBARA KAY GRIFFIN, Texas CSR
Expiration Date: 12/31/14
Firm Registration No. 631
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400



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FURTHER CERTIFICATION UNDER RULE 203 TRCP

The original deposition ~~was~~ was not returned to the deposition officer on 2-10-14;


If returned, the attached Changes and Signature page contains any changes and the reasons therefor;

If returned, the original deposition was delivered to ROBERT ROSENBACH, Custodial Attorney;

That \$ 531.50 is the deposition officer's charges to the Plaintiffs for preparing the original deposition transcript and any copies of exhibits;

That the deposition was delivered in accordance with Rule 203.3, and that a copy of this certificate was served on all parties shown herein and filed with the Clerk.

Certified to by me this 14th day of Feb, 2014.


By BW
BARBARA KAY GRIFFIN, Texas CSR 2494
Expiration Date: 12/31/14
Firm Registration No. 631
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400

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I, JASON BECK, have read the foregoing deposition and hereby affix my signature that same is true and correct, except as noted above.

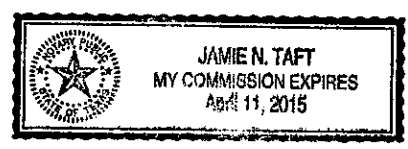
Jason Beck
JASON BECK, Witness

THE STATE OF Texas)
COUNTY OF Tarrant)

Before me, _____, on this day personally appeared JASON BECK, known to me (or proved to me under oath or through Drivers License) (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28 day of January, 2014.

Jamie N. Taft
Notary Public in and for the State of 411115 TX.



BAKER BOTTS LLP



2010CI10977 -P00415

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CRT
ney

ONE SHELL PLAZA
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HOUSTON, TEXAS
77002 4005

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BakerBotts.com

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WASHINGTON

Fax receipt will not be confirmed by phone unless requested.

FROM Sheila Bickel
DATE Feb. 18, 2014
PAGES (including cover)

VOICE NO. 713.229.1427
FAX NO. 713.229.22875
RETURN TO same

TO Bexar County District Clerk

FAX NO. 210.335.0536
VOICE NO. 210.335.2662

MESSAGE

Please call me and provide a page count so that I may order copies of the LIVE PLEADINGS and the DOCKET from Cause No. 2010-CI-10977.

thanks,

Sheila Bickel
Senior Paralegal

112

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Plus
DOCKET
Sheet

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153

FILED
DONNA KAY HENKINNEY
DISTRICT CLERK
BEXAR COUNTY
14 FEB 18 AM 9:54
DEPUTY
BY Veronica Kocio

HOU01:1258795.1 Notice of Confidentiality

The information contained in and transmitted with this facsimile is: 1. Subject to the Attorney-client Privilege; 2. Attorney Work Product; or 3. Confidential. It is intended only for the individual or entity designated above. You are hereby notified that any dissemination, distribution, copying, or use of or reliance upon the information contained in and transmitted with this facsimile by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. If you have received this facsimile in error, please notify Baker Botts L.L.P. by telephone at 713.229.1730 immediately. Any facsimile erroneously transmitted to you should be immediately returned to the sender by U.S. Mail or, if authorization is granted by the sender, destroyed.

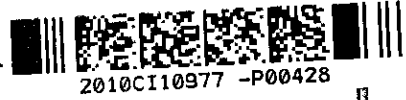
If you do not receive all pages, please call: 713.229.1730 or 713.229.1621 for assistance.

BILLING NO. 333333.3333

ATTORNEY/EMPLOYEE NO. 2813

CRITICAL DEADLINE. SEND BY

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CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL.,) IN THE DISTRICT COURT
 Plaintiffs,)
 VS.) 225TH JUDICIAL DISTRICT
 JP MORGAN CHASE BANK, N.A.)
 INDIVIDUALLY/CORPORATELY)
 AND AS TRUSTEE OF THE)
 SOUTH TEXAS SYNDICATE)
 TRUST and GARY P. AYMES,)
 Defendants.)

BEXAR COUNTY, TEXAS

BY _____
Reporter's Signature

FILED
 DONNA KAY MCKINNEY
 DISTRICT CLERK
 BEXAR COUNTY
 14 FEB 20 PM 3:21

REPORTER'S CERTIFICATION
DEPOSITION OF BILL OSBORN
JANUARY 24, 2014

I, LEI SHERRA TORRENCE, Certified Shorthand Reporter
in and for the State of Texas, hereby certify to the
following:

That the witness, BILL OSBORN, was duly sworn by the
officer and that the transcript of the oral deposition
is a true record of the testimony given by the witness;

That the deposition transcript was submitted on
2-04-14 to the witness or to the attorney for
the witness for examination, signature and return to me
by 3-03-14;

That the amount of time used by each party at the
deposition is as follows:

MR. JIM L. FLEGLE - 03 HOURS:01 MINUTE
 MR. KEVIN M. BEITER - 00 HOURS:41 MINUTES
 MR. JACOB M. DAVIDSON - 00 HOURS:00 MINUTES

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That pursuant to information given to the
Deposition officer at the time said testimony was taken,
the following includes counsel for all parties of
record:

MR. JIM L. FLEGLE, Attorney for Plaintiffs;
MR. KEVIN M. BEITER, Attorney for Defendants;
(JP MORGAN CHASE BANK)
MR. JACOB M. DAVIDSON, Attorney for Witness.

I further certify that I am neither counsel for,
related to, nor employed by any of the parties or
attorneys in the action in which this proceeding was
taken, and further that I am not financially or
otherwise interested in the outcome of the action.

Further certification requirements pursuant to Rule
203 of TRCP will be certified to after they have
occurred.

Certified to by me this 4th day of February, 2014.



Lei Sherra Torrence

Lei Sherra Torrence, CSR
Texas CSR No. 7836
Expiration Date: 12/31/2014
Firm Registration No. 631
Kim Tindall & Associates, LLC
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400
(210) 697-3408 (Fax)

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FURTHER CERTIFICATION UNDER RULE 203 TRCP

The original deposition was was not returned to the deposition officer on 2-12-14;

If returned, the attached Changes and Signature page contains any changes and the reasons therefor;

If returned, the original deposition was delivered to Mr. Jim L. Flegle, Custodial Attorney;

That \$ 995.50 is the deposition officer's charges to the Plaintiffs for preparing the original deposition transcript and any copies of exhibits;

That the deposition was delivered in accordance with Rule 203.3, and that a copy of this certificate was served on all parties shown herein on and filed with the Clerk.

Certified to by me this 14th day of Feb, 2014.

By BW

Lei Sherra Torrence
Lei Sherra Torrence, CSR
Texas CSR No. 7836
Expiration Date: 12/31/2014
Firm Registration No. 631
Kim Tindall & Associates, LLC
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400
(210) 697-3408 (Fax)

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CHANGES AND SIGNATURE

WITNESS NAME: BILL OSBORN DATE: JANUARY 24, 2014

PAGE LINE CHANGE REASON

No changes

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I, BILL OSBORN, have read the foregoing deposition and hereby affix my signature that same is true and correct, except as noted above.

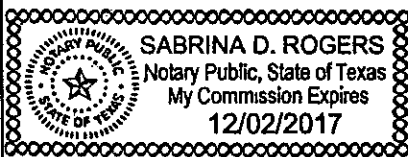
Bill Osborn

BILL OSBORN

THE STATE OF TEXAS)
COUNTY OF DALLAS)

Before me, Sabrina D. Rogers, on this day personally appeared BILL OSBORN, known to me (or proved to me under oath or through _____) (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of February, 2014.



Sabrina D. Rogers
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
COMMISSION EXPIRES: 12-2-17