

PR-10-1517-3

ORIGINAL

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FILED

2011 SEP 13 AM 10:10

JOHN F. GRIFFIN
(214) 871-1655
COUNTY CLERK
DALLAS COUNTY

JAMES ALBERT JENNINGS †

Email: jjennings@erhardjennings.com
or jjennings@aol.com

September 12, 2011

Via jeichman@hunton.com

Mr. John Eichman
Hunton & Williams
1445 Ross Avenue
Suite 3700
Dallas, Texas 75202

Via email dtaylor@thompsoncoe.com

Mr. David Taylor
Thompson Coe
700 North Pearl, 25th Floor
Dallas, Texas 75201

**RE: Estate of Max Hopper ("Estate")/Rule 11 Agreement as to Response
and Brief**

Dear John and David:

Per my discussion with John earlier today, this constitutes a Rule 11 Agreement between the three of us.

The Independent Administrator has filed its "Complaint to Compel Delivery of Papers Belonging to the Estate of Max D. Hopper" ("Complaint") on or about August 22, 2011. Mr. Taylor's client, Ms. Williamson, who was served by agreement, was to have filed a Response (and Brief) to this Complaint and likewise, although not formally served, Mrs. Hopper also intended to file a Response (and Brief) to this Complaint.

The parties agree that notwithstanding whenever the Responses (including any Briefs) might have otherwise been due to be filed, or filed and served, under either the Texas Probate Code or

† BOARD CERTIFIED LABOR AND EMPLOYMENT LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

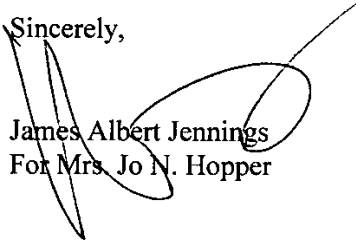
Mr. David Taylor
Mr. John Eichman
September 12, 2011
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pursuant to the Local Rules of the Civil Courts of Dallas County, Texas (specifically including 2.09 thereof), that any Responses/Briefs can be filed by either Mrs. Hopper or Ms. Williamson and served by hand-delivery on counsel for the Bank no later than 3:00 p.m. this coming Thursday, September 15, 2011. Any such Responses/Briefs filed/served by that date and time will be considered timely for all purposes.

If the above accurately reflects the agreement between the parties, please sign below and return to our offices so that we may file this Agreement with the Court as a Rule 11 Agreement pursuant to the Texas Rules of Civil Procedure. The parties agree this Rule 11 need not be filed to be effective and is effective upon signature of the parties.

A facsimile signature or email signature is the equivalent of an original for all purposes, with all signature pages and the body hereof forming one unitary document and Agreement.

Sincerely,



James Albert Jennings
For Mrs. Jo N. Hopper

JAJ:je

Cc: Mr. Michael L. Graham
Client

John Eichman
Attorney for JPMorgan Chase Bank, N.A.

David Taylor
Attorney for Sarah Williamson

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Attorney for Sarah Williamson

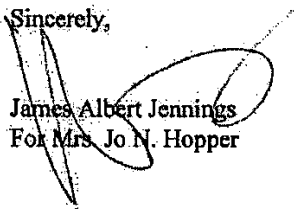
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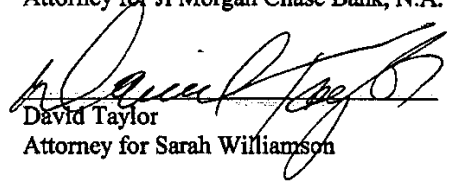
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James Albert Jennings
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Attorney for JPMorgan Chase Bank, N.A.


David Taylor
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