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CAUSE NO. 2010-CI-10977

JOHN K. MEYER) IN THE DISTRICT COURT
)
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) BEXAR COUNTY, TEXAS

REPORTER'S CERTIFICATE

ORAL VIDEOTAPED DEPOSITION OF

H.L. TOMPKINS, AS CORPORATE REPRESENTATIVE

J.P. MORGAN CHASE BANK, N.A.

June 14, 2013

I, Tammy Pozzi, Certified Shorthand Reporter in and for the State of Texas, hereby certify to the following:

That the witness, H.L. TOMPKINS, 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 7-12-13 to the witness or to the attorney for the witness for examination, signature, and return to me by 8-12-13.

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

Mr. Michael S. Christian (3 hours 28 minutes)

CRT

Tammy Pozzi

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DEPBY

FILED
DONNA KAY MCKINNEY
DISTRICT CLERK
BEXAR COUNTY

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Mr. David Jed Williams (no time)

Mr. Robert Rosenbach (no time)

Ms. Sharon Savage (no time)

Mr. James L. Drought (no time)

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

Mr. Robert Rosenbach, Ms. Sharon Savage, and Mr. James L. Drought, Attorneys for Plaintiffs;

Mr. Michael S. Christian, Attorney for Plaintiff-Intervenors;

Mr. Patrick K. Sheehan, Attorney for Defendants;

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

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

Certified to by me on this 11 day of

July 2013



Tammy Pozzi

TAMMY POZZI, CSR, TCR
Texas CSR 5629
Expiration: 12/31/14
Kim Tindall & Associates, LLC
Firm No. 631

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FURTHER CERTIFICATION UNDER TRCP RULE 203

The original deposition ~~was~~ was not returned to the deposition officer on 8-13-13.

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. Michael S. Christian, Custodial Attorney.

\$ 1551.10 is the deposition officer's charges to the Plaintiff-Intervenors 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 19~~th~~ day of Aug., 2013.

Tammy Pozzi By BW

Tammy Pozzi, CSR, RDR, TCRR
Texas CSR 5629
Expiration: 12/31/14
Kim Tindall & Associates, LLC
Firm No. 631

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CHANGES AND SIGNATURE

WITNESS NAME: H.L. TOMPKINS

June 14, 2013

PAGE LINE CHANGE

REASON

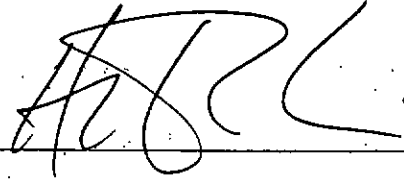
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I, H.L. TOMPKINS, have read the foregoing deposition and hereby affix my signature that same is true and correct, except as noted above.

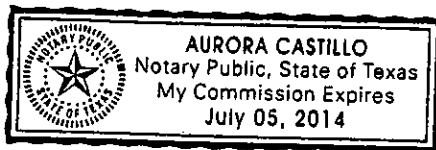


H.L. TOMPKINS

THE STATE OF TEXAS)
COUNTY OF DALLAS)

Before me, Aurora Castillo, on this day personally appeared H.L. TOMPKINS, known to me or proved to me on the oath of _____ or through Texas 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 he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office on this 9th day of August, 2013.



Aurora Castillo
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires: 7.5.2014

THE DISTRICT COURTS OF BEXAR COUNTY



BEXAR COUNTY COURTHOUSE
100 DOLOROSA
SAN ANTONIO, TEXAS 78205

July 30, 2013

Mr. Steven J. Badger
ZELLE HOFMANN VOELBEL & MASON LLP
901 Main Street, Suite 4000
Dallas, Texas 78205

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

RE: CAUSE NUMBER 2010-CI-10977; JOHN K MEYER vs JP MORGAN CHASE BANK N A ET AL; IN THE 225th JUDICIAL DISTRICT COURT OF BEXAR COUNTY, TEXAS

Dear Counsel:

Please be advised that your proposed Order Admitting Michael Christian to Appear Pro Hac Vice on Behalf of Plaintiff-Intervenors in the above referenced matter was placed in the file unsigned. Please note that Bexar County does not rule on submission. Therefore, you will need to schedule a hearing with the Presiding Court and make a personal appearance.

Bexar County operates on a Presiding Court system. Hearings require a written fiat and will not be set over the telephone. In order to set a matter on the docket, you must submit a written fiat with a time and date filled in, a certificate of service, and the submitting attorney's information. Cases are generally set in Room 109, the presiding courtroom. Every morning the docket is called for time announcement at 8:30 a.m. for non-evidentiary matters and 9:00 a.m. for evidentiary matters. The cases are then assigned out to available courts depending on the time announced for the hearing. You may check with the Presiding Court for date availability at (210) 335-2000.

Alternatively, you may submit an order signed by all counsel, including the signature of the submitting attorney. Please note that Bexar County judges require a full signature block on all Orders, including the names, State Bar Numbers, and addresses of all counsel, if agreed.

Document scanned as
filed.

TD/jca

Sincerely

Dinah Gaines
Tiffany Duong
Staff Attorney
Bexar County Civil District Courts

DEPUTY

13 AUG -2 AM 10:26

FILED
DONNA KAY MCKINNEY
DISTRICT CLERK
BEXAR COUNTY

Livingston Warner; Dixie Webb; U.S. Bank Trust National Association SD, as trustee of the Harry C. Piper Trust U/A FBO Margaret P. Cost dated 1/27/37; U.S. Bank Trust National Association SD, Margaret Cost and Charles Pierson Jr., as trustees of the Louise G. Piper Trust U/W FBO Margaret P. Cost dated 8/19/72; U.S. Bank Trust National Association SD, Margaret Cost and Charles Pierson Jr., as trustees of the Harry C. Piper Trust U/W FBO Margaret P. Cost dated 11/5/63; U.S. Bank National Association, as trustee of the William W. Gage Revocable Trust U/A dated 1/28/86; U.S. Bank National Association, as trustee of the Louis H. Piper Trust U/W dated 12/31/24; U.S. Bank National Association, as trustee of the Walter D. Douglas II Residuary Trust U/A FBO Susan D. Shraibati dated 6/13/50; U.S. Bank National Association, as trustee of the Walter D. Douglas II Residuary Trust U/A FBO David C. Douglas dated 6/13/50; U.S. Bank National Association and Georgia Ray Lindeke, as trustees of the Georgia Ray Decoster Trust U/W dated 9/22/61; U.S. Bank National Association, as trustee of the H. C. Piper Trust U/A FBO Charles Pierson dated 1/27/37; U.S. Bank National Association, as trustee of the Maud Douglas Trust U/A dated 12/12/27; and Wells Fargo Bank, N.A., (collectively "Plaintiff-Intervenors") and the Court having considered the Application, finds it is well taken and should be GRANTED. It is therefore ORDERED that the Application is GRANTED.

It is further ORDERED that Michael S. Christian of the California Bar is admitted *pro hac vice* to appear before this Court on behalf of Plaintiff-Intervenors through the conclusion or trial of the above-entitled and numbered cause.

Signed: _____, 2013.

JUDGE PRESIDING

THE DISTRICT COURTS OF BEXAR COUNTY



BEXAR COUNTY COURTHOUSE
100 DOLOROSA
SAN ANTONIO, TEXAS 78205

July 30, 2013

✓
Mr. Steven J. Badger
ZELLE HOFMANN VOELBEL & MASON LLP
901 Main Street, Suite 4000
Dallas, Texas 78205

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


RE: CAUSE NUMBER 2010-CI-10977; JOHN K MEYER vs JP MORGAN CHASE BANK N A ET AL; IN THE 225th JUDICIAL DISTRICT COURT OF BEXAR COUNTY, TEXAS

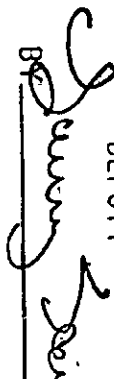
Dear Counsel:

Please be advised that your proposed Order Admitting Michael Christian to Appear Pro Hac Vice on Behalf of Plaintiff-Intervenors in the above referenced matter was placed in the file unsigned. Please note that Bexar County does not rule on submission. Therefore, you will need to schedule a hearing with the Presiding Court and make a personal appearance.

Bexar County operates on a Presiding Court system. Hearings require a written fiat and will not be set over the telephone. In order to set a matter on the docket, you must submit a written fiat with a time and date filled in, a certificate of service, and the submitting attorney's information. Cases are generally set in Room 109, the presiding courtroom. Every morning the docket is called for time announcement at 8:30 a.m. for non-evidentiary matters and 9:00 a.m. for evidentiary matters. The cases are then assigned out to available courts depending on the time announced for the hearing. You may check with the Presiding Court for date availability at (210) 335-2000.

Alternatively, you may submit an order signed by all counsel, including the signature of the submitting attorney. Please note that Bexar County judges require a full signature block on all Orders, including the names, State Bar Numbers, and addresses of all counsel, if agreed.

Sincerely,

Dinalh Gaines
Tiffany Duong
Staff Attorney
Bexar County Civil District Courts


DEPUTY

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FILED
DONNA KAY MCKINNEY
DISTRICT CLERK
BEXAR COUNTY

TD/jea



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From: rec-index-6
Sent: Monday, July 22, 2013 12:44 PM
To: 'rgoldsmith@saafdn.org'
Subject: 2010CI10977
Attachments: 2010CI10977 P00013.pdf; 2010CI10977 P00017.pdf

Good afternoon,
Attached are your copies on cause below

Case Nbr: 2010CI10977
Style: JOHN K MEYER vs JP MORGAN CHASE BANK N A ET AL
Court: 225 Docket Type: DAMAGES Status: PENDING

Daniel Zamarripa
Recording Clerk
Office of Donna Kay M'Kinney
101 W.Nueva St., Suite 217
San Antonio, Texas 78205
(210) 335-2675

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CAUSE NO. 2010-CI-10977

JOHN K. MEYER) IN THE DISTRICT COURT
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) BEXAR COUNTY, TEXAS

copy

REPORTER'S CERTIFICATION
ORAL AND VIDEOTAPED DEPOSITION OF
PATRICIA SCHULTZ-ORMOND
JUNE 10, 2013

FILED
DONNA KAY MEKINNEY
DISTRICT CLERK
BEXAR COUNTY
2013 JUL 19 P 3:41
DEPUTY
[Signature]

I, JOANNA M. MARTINEZ, Certified Shorthand Reporter in and for the State of Texas, hereby certify the following:

That the witness, PATRICIA SCHULTZ-ORMOND, was duly sworn by the officer and that the transcript of the ORAL AND VIDEOTAPED DEPOSITION is a true record of the testimony given by the witness;

That the deposition transcript was submitted on 6-24-13 to the attorney for the witness for examination, signature, and return to me by 7-15-13;

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

Mr. James L. Drought - 3 Hours: 29 Minutes

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:

FOR THE PLAINTIFFS, JOHN K. MEYER, JOHN MEYER, JR., THEODORE MEYER:

- Mr. James L. Drought
- Mr. Ian T. Bolden
- Mr. Richard Tinsman
- Ms. Sharron Savage
- Mr. Aaron Valadez
- Mr. Robert J. Rosenbach

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FOR THE PLAINTIFF EMILIE BLAZE:
Mr. Jim L. Flegle

FOR THE PLAINTIFF INTERVENORS:
Mr. Michael S. Christian

FOR THE DEFENDANT, J.P. MORGAN CHASE BANK, N.A.
INDIVIDUALLY AND CORPORATELY AND AS TRUSTEE OF THE STS
TRUST:
Mr. Patrick K. Sheehan
Mr. David Jed Williams

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 17th day of June, 2013.



Handwritten signature of Joanna M. Martinez

JOANNA M. MARTINEZ, CSR, RPR, RMR
Texas CSR 3574
Expiration date: 12/31/14

Kim Tindall & Associates, Inc.
Firm Registration No. 631
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400

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CAUSE NO. 2010-CI-10977

JOHN K.MEYER) IN THE DISTRICT COURT
)
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) BEXAR COUNTY, TEXAS

FURTHER CERTIFICATION UNDER RULE 203 TRCP
ORAL AND VIDEOTAPED DEPOSITION OF
PATRICIA SCHULTZ-ORMOND
JUNE 10, 2013

The original deposition was / was not returned to
the deposition officer on 7-08-13;

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

If returned, the original deposition was delivered
to MR. JAMES L. DROUGHT, Custodial Attorney;

That \$ 1600.50 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 12th day of July,
2013.

By BW

Joanna M. Martinez
JOANNA M. MARTINEZ, CSR, RPR, RMR
Texas CSR 3574
Expiration date: 12/31/14

Kim Tindall & Associates, Inc.
Firm Registration No. 631
645 Lockhill Selma, Suite 200
San Antonio, Texas 78216
(210) 697-3400

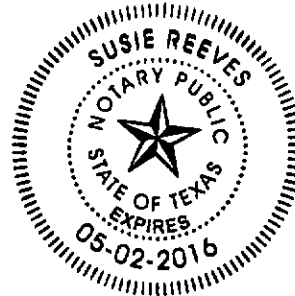
- Page 12: line 14: change "flow" to "flood"
- Page 28, line 8: change "in a working interest" to "own a working interest"
- Page 28, line 23: change "marking" to "marketing"
- Page 34, line 11: change "transmittal" to "trust mineral"
- Page 40, line 3: change "of" to "on"
- Page 40, line 20: change "internal" to "external"
- Page 41, line 10: change "called" to "culled"
- Page 46, line 6: change "50" to "250"
- Page 47, line 11: change "plans" to "lands"
- Page 49, line 13: change "extended" to "expended"
- Page 49, line 17: change "STDS" to "STGS"
- Page 55, line 6: change "Darrington" to "Derrington"
- Page 60, line 7: change "2009" to "2010"
- Page 60, line 11: insert "there" after "acreage"
- Page 62, line 18: change "neglecting" to "negotiating"
- Page 63, line 7: change "Joe" to "John" (twice)
- Page 66, line 17: change "for" to "from"
- Page 66, line 18: change "McCreaser" to "Carrizo"
- Page 74, line 27: change "he" to "they"
- Page 77, line 17: change "Shale" to "shallow" and "Witing" to "Whiting"
- Page 78, line 3: change "for" to "from"
- Page 78, line 4: change "data" to "down to"
- Page 79, line 18: change "since" to "in"
- Page 80, line 13: change "drive" to "derive"
- Page 86, line 12: change "deed" to "deep" in both instances
- Page 86, line 15: change "deed" to "deep"
- Page 90, line 11: change "part" to "prior to"
- Page 91, line 5: change "pay for" to "paper"
- Page 91, line 24: change "ice pack" to "isopach"
- Page 92, line 4: change "the" to "of it was in the"
- Page 93, line 24: change "enforced" to "in force"
- Page 94, line 22: change "park" to "target"
- Page 109, line 25: change "latter wells" to "laterals"
- Page 122, line 2: change "trustee" to "lessee"
- Page 128, line 1: change "Any" to "My"
- Page 138, line 15: change "to" to "for"
- Page 140, line 15: change "in" to "and"
- Page 140, line 20: change "a protection" to "production"
- Page 143, line 1: change "source bought" to "sore spot" and "service center" to "surface owner"
- Page 143, line 7: change "experiencing" to "experienced in"
- Page 147, line 2: change "deed" to "deep"
- Page 153, line 15: change "exploration" to "expiration"
- Page 159, line 8: change "location" to "a portion"
- Page 160, line 13: change "that" to "and we"

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Before me, SUSIE REEVES, on this day personally appeared PATRICIA SCHULTZ-ORMOND, known to me or proved to me under oath or through _____, 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 the 4th day of July, 2013.

Susie Reeves
Notary Public in and for
the State of Texas



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' RESPONSE TO PLAINTIFFS' MOTION FOR LEAVE TO
SUPPLEMENT SUMMARY JUDGMENT EVIDENCE
AND OBJECTIONS TO SUPPLEMENTAL EVIDENCE**

Defendants JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust (collectively "J.P. Morgan") and Gary P. Aymes file this Response to Plaintiffs' Motion for Leave to Supplement Summary Judgment Evidence and Objections to Supplemental Evidence.

1.01

Plaintiffs filed their Motion for Leave to Supplement Summary Judgment Evidence on July 12, 2013 (the "Plaintiffs' Motion for Leave"). Such supplemental evidence is purported to be offered in support of their Partial Summary Judgment Motion. Attached to their Motion for Leave is the Supplemental Affidavit of John Massopust (Plaintiffs' counsel), which in turn attached a February 11, 2013 letter from Mr. Massopust and its enclosures as Exhibit "A." The enclosures consist of 108 alleged Trustee Resignation Request forms. Plaintiffs failed to file the enclosures to the February 11, 2013 letter from Mr. Massopust before their Partial Summary Judgment Motion was heard by the Court on July 9, 2013.

1.02

Defendants oppose Plaintiffs' Motion for Leave because their deadline to file affidavits, unfiled discovery, and other summary judgment evidence is the same deadline that applies to Plaintiffs' Partial Summary Judgment Motion namely, twenty-one (21) days before the hearing. *See* Tex. R. Civ. Proc. 166a(c), (d). Further, because the Court rendered judgment on their Partial Summary Judgment Motion at the July 9, 2013 hearing, Plaintiffs should not be allowed to file new evidence in support of their motion. *See* TEX. R. CIV. PROC. 166a(c). *Nicholson v. Memorial Hosp. System*, 722 S.W.2d 746, 749 (Tex. App.—Houston [14th Dist.] 1986, writ ref'd n.r.e.)(trial court considers the summary judgment record only as it properly appears when the motion for summary judgment is heard). Plaintiffs' Motion for Leave should therefore be denied.

1.03

The *DMC Valley Ranch* opinion cited to the Court by Plaintiffs in their Motion for Leave, along with other courts, allow such supplementation after obtaining leave of court and only before the trial court has ruled on the summary judgment motion. *See DMC Valley Ranch, L.L.C. v. HPSC, Inc.*, 315 S.W.3d 898, 902 (Tex. App.—Dallas 2010, no pet.)(trial court can grant leave to allow evidence to be filed after hearing on summary judgment motion and before summary judgment is rendered). In this case, Plaintiffs are seeking the Court's leave to file additional evidence in support of their Partial Summary Judgment Motion after the Court has already rendered judgment from the bench on July 9, 2013 granting their motion. Given this undisputed state of the record, the Court should deny Plaintiffs' Motion for Leave.

Further, and arguing in the alternative only, should the Court grant Plaintiffs' Motion for Leave, Defendants make the following objections to the evidence attached to Plaintiffs' Motion for Leave:

(A) **Supplemental Affidavit of John Massopust:**

(i) The second and third sentences of paragraph 4 contain Mr. Massopust's statements of which he has no personal knowledge and are purely conclusory. A summary judgment affidavit must be based on the affiant's personal knowledge and cannot merely recite factual conclusions. *See* TEX. R. CIV. PROC. 166a(f); *Ryland Grp. v. Hood*, 924 S.W.2d 120, 122 (Tex. 1996); *McIntyre v. Ramirez*, 109 S.W.3d 741, 749-750 (Tex. 2003). Mr. Massopust is one of Plaintiffs' attorneys and has no personal knowledge that the 108 alleged Trustee Resignation Request forms were signed by the beneficiaries they purport to be signed by and his statements in the second and third sentences of paragraph 4 are merely factual conclusions. For these reasons, the second and third sentences of paragraph 4 should be stricken from the record.

(ii) The second and third sentences of paragraph 4 contain statements that were made by Mr. Massopust outside of a trial or a hearing, and are offered into evidence to prove "how" the 108 alleged Trustee Resignation Request forms were procured, and therefore constitute hearsay. *See* TEX. R. EVID. 801. Hearsay is not competent summary judgment proof. *See Southland Corp. v. Lewis*, 940 S.W.2d 83, 85 (Tex. 1997). The second and third sentences of paragraph 4, which contain Mr. Massopust's statements pertaining to how the 108 alleged Trustee Resignation Request forms were procured, are therefore, inadmissible hearsay and should be stricken from the record.

(iii) The second and third sentences of paragraph 4 fail to lay the proper predicate for admissibility of the 108 alleged Trustee Resignation Request forms attached as enclosures to Mr. Massopust's February 11, 2013. *See Cottrell v. Carrillon Assocs.*, 646 S.W.2d 491, 494 (Tex. App.—Houston [14th Dist.] 1992, writ denied). The 108 alleged Trustee Resignation Request forms (i) have therefore not been authenticated (ii) are inadmissible hearsay, and should be stricken from the record.

(iv) The second and third sentences of paragraph 4 contain declarations that are not easily controverted. A summary judgment may be based on uncontroverted testimonial evidence of an interested witness only if the evidence is clear, positive, direct, free from contradictions and inconsistencies, and could have been readily controverted. *See Patterson v. Mobiloil Federal Credit Union*, 890 S.W.2d 551, 554 (Tex. App.—Beaumont 1994, no writ). Despite Defendants having requested documents and communications regarding the 108 alleged Trustee Resignation Request forms from Plaintiffs during discovery, Plaintiffs have objected to and failed to produce any such discovery and/or relevant correspondence. The second and third sentences of paragraph 4—which contain Mr. Massopust's declarations pertaining to how the 108 alleged Trustee Resignation Request forms were procured—are therefore not easily controverted and should be stricken from the record.

(B) **Exhibit “A” (John Massopust February 11, 2013 letter and its enclosures consisting of 108 alleged Trustee Resignation Request forms):**

(i) The Defendants object to the 108 alleged Trustee Resignation Request forms that comprise Exhibit “A” on the basis that they constitute inadmissible hearsay pursuant to Texas Rule of Evidence 801. Exhibit “A” contains 108 separate documents

purportedly signed by beneficiaries of the STS Trust. Each document is defined as an out of court statement pursuant Texas Rule of Evidence 801, offered to prove the matter asserted by a declarant who has not testified at trial or at a hearing. No exceptions to hearsay exist or have been cited by Plaintiffs. As a result, the 108 alleged Trustee Resignation forms should be stricken as summary judgment evidence.

(ii) The second and third sentences of the 108 alleged Trustee Resignation Request forms contain statements that were allegedly made by the beneficiaries identified therein, outside of a trial or a hearing, and are offered into evidence to prove that the beneficiaries allegedly identified therein have in fact (and as a matter of law) voted to remove “JP Morgan Chase Bank, N.A. as Trustee of the South Texas Syndicate Trust.” *See* TEX. R. EVID. 801. Hearsay is not competent summary judgment proof. *See Southland Corp. v. Lewis*, 940 S.W.2d 83, 85 (Tex. 1997). No exceptions to hearsay exist or have been cited by Plaintiffs. Therefore, Defendants object to the second and third sentences of the 108 alleged Trustee Resignation forms as inadmissible hearsay pursuant to Texas Rule of Evidence 801, and should be stricken from the record.

(iii) The Defendants object to the Trustee Resignation Request Forms on the basis that the documents have not been authenticated pursuant to Texas Rules of Evidence 901. The Plaintiffs have failed to establish the authenticity of the 108 alleged Trustee Resignation Request forms attached as Exhibit “A” to Plaintiffs’ Motion for Leave, and the alleged signatures contained thereon. The 108 alleged Trustee Resignation Request forms were produced by Plaintiffs during discovery and they are therefore required to authenticate them. *See Blanche v. First Nationwide Mortg. Corp.*, 74 S.W.3d 444, 451 (Tex. App.—Dallas 2002, no pet.). Because Plaintiffs have failed to

authenticate the 108 alleged Trustee Resignation Request forms, and the alleged signatures contained thereon, they are inadmissible and the Court should therefore strike them from the summary judgment record.

(iv) The second and third sentences of the 108 alleged Trustee Resignation Request forms contain declarations that are not easily controverted regarding (i) the identity of the person who signed the form, (ii) the alleged beneficiary's awareness of the STS Trustee's agreement to resign "upon the request of fifty-one (51) percent of the outstanding beneficial interest shares," (iii) the alleged beneficiary's request that "JP Morgan Chase Bank, N.A. resign as Trustee of the South Texas Syndicate Trust," and (iv) the alleged beneficiary's vote to remove "JP Morgan Chase Bank, N.A. as Trustee of the South Texas Syndicate Trust." A summary judgment may be based on uncontroverted testimonial evidence of an interested witness only if the evidence is clear, positive, direct, free from contradictions and inconsistencies, and could have been readily controverted. *See Patterson v. Mobiloil Federal Credit Union*, 890 S.W.2d at 554. Despite Defendants repeated document requests seeking documents, depositions and communications regarding the 108 alleged Trustee Resignation Request forms from Plaintiffs during discovery, Plaintiffs have objected to and failed to produce any such documents and/or relevant testimony or correspondence. The second and third sentences of the 108 alleged Trustee Resignation Request forms, which contain the alleged beneficiary's declarations pertaining to their vote to remove J.P. Morgan Chase Bank, N.A. as Trustee of the STS Trust, are therefore not easily controverted and should be stricken from the record.

Lastly, Defendants hereby incorporate herein and re-urge their objections and motion to strike—including as relates to Exhibit “16” to Plaintiffs’ Partial Summary Judgment Motion—as are set forth in their Response to Plaintiffs’ Motion for Partial Summary Judgment filed on July 2, 2013.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendants pray that the Court deny Plaintiffs’ Motion for Leave to Supplement Summary Judgment Evidence. In the alternative, Defendants pray that the Court sustain their objections to the Plaintiffs’ supplementary summary judgment evidence and further, sustain their objections and motion to strike as set forth in their Response to Plaintiffs’ Motion for Partial Summary Judgment. Furthermore, Defendants pray for such other relief to which they may be entitled.

Respectfully submitted,

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

7373 Broadway, Suite 300
San Antonio, Texas 78209
(210) 271-1700 Telephone
(210) 271-1730 Fax

By: /s/ Patrick K. Sheehan

Patrick K. Sheehan
State Bar No. 18175500
Kevin M. Beiter
State Bar No. 02059065
Rudy A. Garza
State Bar No. 07738200
David Jed Williams
State Bar No. 21518060
Eduardo L. Morales
State Bar No. 24027527

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing DEFENDANTS' RESPONSE TO PLAINTIFFS' MOTION FOR LEAVE TO SUPPLEMENT SUMMARY JUDGMENT EVIDENCE AND OBJECTIONS TO SUPPLEMENTAL EVIDENCE was served on the following, as indicated, on this the 18th day of July, 2013:

Mr. Steven J. Badger VIA ELECTRONIC SERVICE AND/OR FAX
Ms. Ashley Bennett Jones
ZELLE HOFMANN VOELBEL & MASON LLP
901 Main Street, Suite 4000
Dallas, Texas 75202-3975

Mr. Michael S. Christian VIA ELECTRONIC SERVICE AND/OR FAX
ZELLE HOFMANN VOELBEL & MASON LLP
44 Montgomery Street, Suite 3400
San Francisco, California 94104

Mr. David R. Deary VIA ELECTRONIC SERVICE AND/OR FAX
Mr. Jim L. Flegle
Mr. Jeven R. Sloan
LOEWINSOHN FLEGLE DEARY, L.L.P.
12377 Merit Drive, Suite 900
Dallas, Texas 75251

Mr. James L. Drought VIA ELECTRONIC SERVICE AND/OR FAX
DROUGHT DROUGHT & BOBBITT, LLP
112 East Pecan, Suite 2900
San Antonio, Texas 78205

Mr. Mark T. Josephs VIA ELECTRONIC SERVICE AND/OR FAX
Ms. Sarah Hollan Chelette
JACKSON WALKER, LLP
901 Main Street, Suite 6000
Dallas, Texas 75202

Mr. John B. Massopust VIA ELECTRONIC SERVICE AND/OR FAX
ZELLE HOFMANN VOELBEL & MASON LLP
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415-1152

Mr. George Spencer, Jr. VIA ELECTRONIC SERVICE AND/OR FAX
Mr. Jeffrey J. Towers
CLEMENS & SPENCER
112 East Pecan, Suite 1300
San Antonio, Texas 78205

Mr. Fred W. Stumpf
Ms. Kelly M. Walne
BOYER SHORT, P.C.
Nine Greenway Plaza, Suite 3100
Houston, Texas 77046

VIA ELECTRONIC SERVICE AND/OR FAX

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

VIA ELECTRONIC SERVICE AND/OR FAX

/s/ Patrick K. Sheehan

Patrick K. Sheehan

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 OF

225th JUDICIAL DISTRICT

BEXAR COUNTY TEXAS

FILED
DONNA RAY McKINNEY
DISTRICT CLERK
BEXAR COUNTY
2013 JUL 12 P 3:43
B. Mike Adams
DEPUTY

**PLAINTIFFS' MOTION FOR LEAVE TO SUPPLEMENT
SUMMARY JUDGMENT EVIDENCE**

Plaintiffs hereby file this Motion for Leave to Supplement the Summary Judgment Evidence and would respectfully show the Court as follows:

Plaintiffs attached to their Partial Summary Judgment Motion a letter from John Massopust advising JP Morgan that substantially more than 51% of the outstanding shares of the STS Trust requested removal of JP Morgan as Trustee of the STS Trust. See Plaintiffs' Motion for Partial Summary Judgment, Appendix at Ex. 16. This letter, in its original form, contained enclosures representing the written requests for removal by holders of more than 51% of the outstanding shares. Plaintiffs contend this evidence, along with the undisputed fact that holders of more than 51% of the outstanding shares have sued JP Morgan for its removal as Trustee, constitute sufficient evidence to satisfy Plaintiffs' summary judgment burden. However, at the summary judgment hearing, Defendants complained the letter, as attached to the summary judgment motion, lacked the enclosures. Thus, out of an abundance of caution, Plaintiffs hereby move for leave to supplement their summary judgment evidence to also include the attached affidavit and enclosures. See Affidavit of John Massopust, attached hereto as Exhibit 1 at Ex. A.

Under Texas law, a movant may supplement a summary judgment record as long as no new summary judgment grounds are added with the supplementation. *See, e.g., DMC Valley Ranch, L.L.C. v. HPSC, Inc.*, 315 S.W.3d 898, 902 (Tex. App.—Dallas 2010, no pet.) (“Because HPSC’s three post-hearing filings sought only to supplement the summary-judgment evidence, and not to add additional summary-judgment grounds, they were not subject to the twenty-one-day notice provision of rule 166a(c).”); *see also* Tex. R. Civ. P. 166a(f) (“The court may permit affidavits to be supplemented or opposed by depositions or by further affidavits.”); *In re Estate of O’Neil*, 04-11-00586-CV, 2012 WL 3776490, at *2 (Tex. App.—San Antonio Aug. 31, 2012, no pet.). Here, Plaintiffs are not introducing new summary judgment grounds. More importantly, Defendants will not be prejudiced should this Court grant Plaintiffs’ Motion for Leave because Defendants have had these enclosures in their possession for months. Indeed, Defendants have moved to admit these very enclosures into evidence at a prior hearing held on February 25, 2013. Exhibit 1 at Ex. B at 49-51.

REQUEST FOR RELIEF

For the reasons described herein, Plaintiffs respectfully request the Court grant Plaintiffs leave to supplement the summary judgment record with the attached documents and grant Plaintiffs any and all other relief to which they are entitled.

DATE: July 12, 2013.

Respectfully submitted,

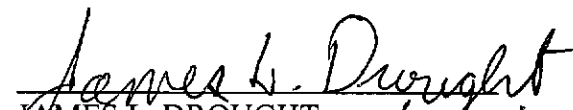
CLEMENS & SPENCER, P.C.



GEORGE SPENCER, JR.

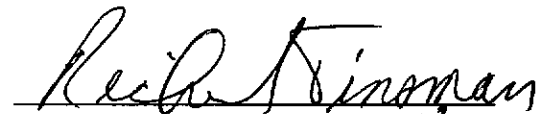
State Bar No. 18921001
ROBERT J. ROSENBAACH
State Bar No. 17266400
112 E. Pecan St., Suite 1300
San Antonio, Texas 78205
Telephone: (210) 227-7121
Facsimile: (210) 227-0732

DROUGHT DROUGHT & BOBBITT, LLP



JAMES L. DROUGHT *w/permission*
State Bar No. 06135000
112 E. Pecan St., Suite 2900 *R. J. Rosenbach*
San Antonio, Texas 78205 *SBN 17266400*
Telephone: (210) 225-4031
Facsimile: (210) 222-0586

TINSMAN & SCIANO, INC.



RICHARD TINSMAN *w/permission*
State Bar No. 20064000
10107 McAllister Freeway *R. J. Rosenbach*
San Antonio, Texas 78205 *SBN 17266400*
Telephone: (210) 225-3121
Facsimile: (210) 225-6235

ATTORNEYS FOR PLAINTIFFS,
JOHN K. MEYER, ET AL.

LOEWINSOHN FLEGLE DEARY, L.L.P.

Michael J. Donley
DAVID R. DEARY *w/permission*
State Bar No. 05624900
JIM L. FLEGLE
State Bar No. 07118600
MICHAEL J. DONLEY
State Bar No. 24045795
12377 Merit Drive, Suite 900
Dallas, Texas 75251
Telephone: (214) 572-1700
Facsimile: (214) 572-1717
K. Hofmann Voelbel
SBN 17266400

ATTORNEYS FOR PLAINTIFFS,
EMILIE BLAZE, ET AL.

**ZELLE HOFMANN VOELBEL & MASON
LLP**

John B. Massopust
JOHN B. MASSOPUST (pro hac vice) *w/permission*
MATTHEW J. GOLLINGER (pro hac vice) *K. Hofmann Voelbel*
500 Washington Avenue South, Suite 5000
Minneapolis, Minnesota 55415
Telephone: 612-339-2020
Facsimile: 612-336-9100
SBN 17266400

STEVEN J. BADGER
Texas State Bar No. 01499050
ASHLEY BENNETT JONES
Texas State Bar No. 24056877
901 Main Street, Suite 4000
Dallas, Texas 75202-3975
Telephone: 214-742-3000
Facsimile: 214-760-8994

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

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served on the below listed counsel of record via the method indicated, this 12th day of July 2013:

Patrick K. Sheehan
David Jed Williams
Mark A. Randolph
Kevin M. Beiter
Hornberger Sheehan Fuller
Beiter Wittenberg & Garza Inc.
The Quarry Heights Building
7373 Broadway, Suite 300
San Antonio, TX 78209

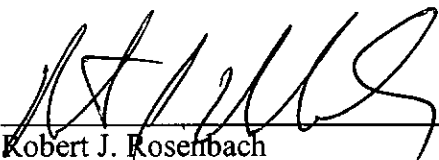
Via U.S. Mail

Mark T. Josephs
Sara Hollan Chelette
Jackson Walker, LLP
901 Main Street, Suite 6000
Dallas, TX 75202

Via U.S. Mail

Fred W. Stumpf
Kelly M. Walne
Boyer Short, PC
Nine Greenway Plaza, Suite 3100
Houston, TX 77046

Via U.S. Mail



Robert J. Rosenbach

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

**SUPPLEMENTAL AFFIDAVIT OF JOHN MASSOPUST IN SUPPORT OF
PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT
REGARDING TRUSTEE RESIGNATION**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public, on this day personally appeared John Massopust, who, after being duly sworn, did depose on his oath and state:

1. "My name is John Massopust. I am over the age of 21 and fully competent to make this affidavit. The facts stated in this affidavit are true and correct and are within my personal knowledge.
2. I am one of the counsel of record for certain plaintiffs in this action.
3. Attached are true and correct copies of documents herein described.
4. On February 11, 2013, I forwarded individual written requests from persons and entities owning, holding and controlling substantially more than fifty-one percent (51%) of the outstanding shares in the STS Trust to JP Morgan Chase Bank, N.A. I received these written requests from individuals who are owners of beneficial interest shares in the South Texas Syndicate Trust. I had someone under my direction compare the names in the requests to

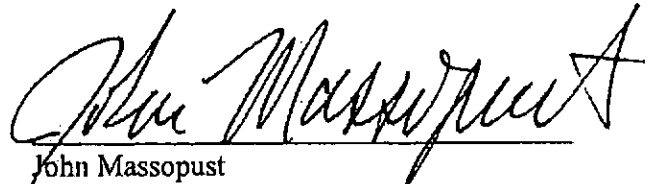
confirm that they were beneficial interest owners of the South Texas Syndicate Trust based on the list and information received from JP Morgan as Trustee. The individual written requests read:

I, _____, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

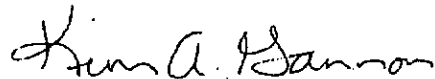
True and correct copies of the individual written requests and my cover letter to JP Morgan are attached to this affidavit as Exhibit A. These documents were delivered to JP Morgan on or about February 11, 2013.

5. At a hearing in this matter on February 25, 2013, in the 45th Judicial District Court of Bexar County, Texas, the February 11, 2013 Letter and its attachments were offered as an exhibit in open court by JP Morgan counsel Patrick K. Sheehan, Esq. A true and correct copy of pages 45-52 of the Reporter's Record of the February 25, 2013 hearing is attached hereto as Exhibit B.

FURTHER AFFIANT SAYETH NOT."

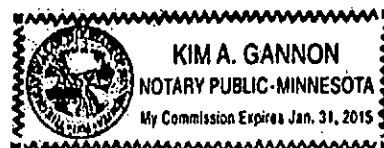

John Massopust

Subscribed and sworn to before me, the undersigned notary public on this 8th day of July 2013.


Notary Public in and for the State of ~~Texas~~ Minnesota

My commission expires:

Jan. 31, 2015



1000-1000-1000

EXHIBIT A



500 WASHINGTON AVENUE SOUTH - SUITE 4000
MINNEAPOLIS, MINNESOTA 55415
612-339-2020 MAIN 612-336-9100 FAX

JOHN MASSOPUST
JMassopust@zelle.com
(612) 336-9109

February 11, 2013

VIA FEDERAL EXPRESS

Mr. Gary Aymes
Executive Director
J.P. Morgan Chase Bank, N.A.
C/O Patrick Sheehan
Hornberger Sheehan Fuller Beiter Wittenberg & Garza, Inc.
7373 Broadway, Suite 300
San Antonio, TX 78209

RE: Notice of Resignation as Trustee of South Texas Syndicate Trust

Dear Mr. Aymes:

You are hereby advised that pursuant to the terms and conditions of the 1951 appointment of the Alamo National Bank as Successor Trustee of the South Texas Syndicate Trust, more than fifty-one percent (51%) of the beneficial interests have requested that J.P. Morgan Chase Bank, N.A. resign as Trustee of the South Texas Syndicate Trust. For your convenience, the written confirmations requesting the resignation are enclosed.

Please confirm that J. P. Morgan Chase Bank N.A. agrees to resign as Trustee of the South Texas Syndicate Trust. Also, please contact me at your earliest convenience to discuss an orderly transition in connection with the appointment of a Successor Trustee. Thank you for your prompt attention to this matter.

Kind regards,



John Massopust

Enclosures

TRUSTEE RESIGNATION REQUEST - SOUTH TEXAS SYNDICATE TRUST

I, Harry P. Aldrich am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of JP Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Number of STS Units _____

HP Aldrich
Signature

Harry P. Aldrich
Print Name

1/31/13
Date

Return to:
Matt Gollinger
Fax: 612-336-9100
Scan & Email: MGollinger@zelle.com

Zelle Hofmann
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415

Direct Contact:
Matt Gollinger: 612-336-9124
John Massopust: 612-336-9109

TRUSTEE RESIGNATION REQUEST - SOUTH TEXAS SYNDICATE TRUST

I, Linda L. Alarich, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of JP Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Number of STS Units REDACTED

Linda Alarich
Signature

LINDA ALARICH
Print Name

1/19/13
Date

Return to:
Matt Gollinger
Fax: 612-336-9100
Scan & Email: MGollinger@zelle.com

Zelle Hofmann
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415

Direct Contact
Matt Gollinger: 612-336-9124
John Massopust: 612-336-9109

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, SARAH C. BELL, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Sarah C Bell

Signature

1-16-13

Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, EMILIE BLAZE, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Emilie Blaze
Signature

JAN. 24, 2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, KATHRYN M. CARWELL am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

REDACTED

Number of STS Unites

Kathryn M. Carwell
Signature

KATHRYN M. CARWELL
Print Name

1-16-13
Date

Return to:
Matt Gollinger
Fax: 612-336-9100
Scan & Email MGollinger@zelle.com

Zelle Hofmann
500 WASHINGTON AVENUE SOUTH - SUITE 4000
MINNEAPOLIS, MINNESOTA 55415

Direct Contact:
Matt Gollinger: (612) 336-9124
John Massopust (612) 336-9109

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Bonnie Jean Card, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Bonnie J. Card
Signature

1-23-13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, John H. Carney, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.



Signature

1/14/13

Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, JOSEPHINE CARNEY, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Josephine Carney
Signature

11/15/2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Barbara Carson, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P.Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Number of STS Unites REDACTED

Barbara Carson
Signature

Barbara Carson
Print Name

1-18-13
Date

Return to:
Matt Gollinger
Fax: 612-336-9100
Scan & Email MGollinger@zelle.com

Zelle Hofmann
500 WASHINGTON AVENUE SOUTH - SUITE 4000
MINNEAPOLIS, MINNESOTA 55415

Direct Contact:
Matt Gollinger: (612) 336-9124
John Massopust (612) 336-9109

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

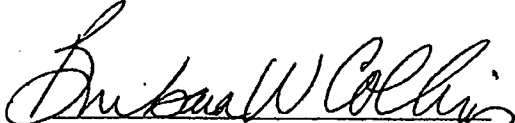
I, Alice P. Cestari, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Alice P. Cestari
Signature

1/30/2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, BARBARA W. COLLINS, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.


Signature

1-12-2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, MARGARET P. COST, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Margaret P. Cost
Signature

January 17, 2013
Date

TRUSTEE RESIGNATION REQUEST - SOUTH TEXAS SYNDICATE TRUST

I, Catherine Cowles, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of JP Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

REDACTED

Number of STS Units _____

Catherine Cowles
Signature

Catherine Cowles
Print Name

7 Feb 2013
Date

Return to:
Matt Gollinger
Fax: 612-336-9100
Scan & Email: MGollinger@zelle.com

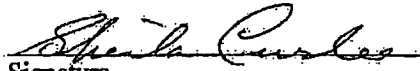
Zelle Hofmann
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415

Direct Contact:
Matt Gollinger: 612-336-9124
John Massopust: 612-336-9109

TRUSTEE RESIGNATION REQUEST – SOUTH TEXAS SYNDICATE TRUST

I, SHEILA ANN CURLEE, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of JP Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Number of STS Units REDACTED


Signature

SHEILA CURLEE
Print Name

January 29, 2013
Date

Return to:
Matt Gollinger
Fax: 612-336-9100
Scan & Email: MGollinger@zelle.com

Zelle Hofmann
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415

Direct Contact:
Matt Gollinger: 612-336-9124
John Massopust: 612-336-9109

Curry Family Limited Partnership

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST
REDACTED

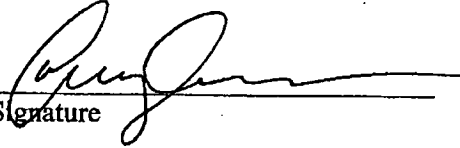
I, Steve Curry Partner, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Steve Curry
Signature

1/15/13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Anna Jo Doerr, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.


Signature

January 12, 2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Edward B. Doerr, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

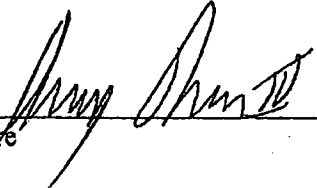


Signature

25 January 2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Henry Doerr II, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.


Signature

13 January 2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Katherine D. Doerr, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Katherine D. Doerr

Signature

Jan. 14, 2013

Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, MARY CAMPBELL DOERR, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Mary (Mairi) C. Doerr
Signature

January 18, 2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Cathy A. Duns am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Cathy A. Duns
Signature

1/20/13
Date

TRUSTEE RESIGNATION REQUEST – SOUTH TEXAS SYNDICATE TRUST

I, Mary Evans, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of JP Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

REDACTED

Number of STS Units _____

Mary Evans
Signature

Mary Evans
Print Name

1/31/13
Date

Return to:
Matt Gollinger
Fax: 612-336-9100
Scan & Email: MGollinger@zelle.com

Zelle Hofamann
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415

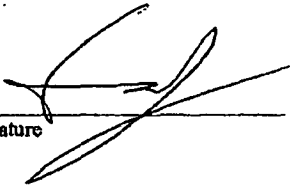
Direct Contact:
Matt Gollinger: 612-336-9124
John Massopust: 612-336-9109

TRUSTEE RESIGNATION REQUEST -- SOUTH TEXAS SYNDICATE TRUST

I, FRED FAIR, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of JP Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

REDACTED

Number of STS Units _____


Signature

FRED FAIR
Print Name


REDACTED

1/30/13
Date

Return to:
Matt Gollinger
Fax: 612-336-9100
Scan & Email:

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, R. E. GEORGE HOSLER am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.



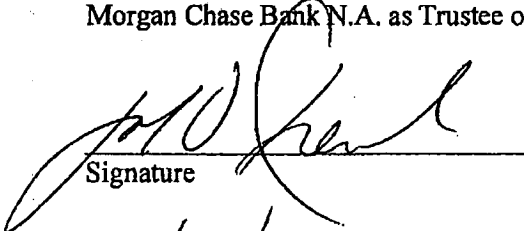
Signature

1/30/2013

Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, John D French, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

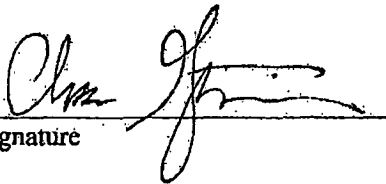

Signature

1/24/2013
Date

TRUSTEE RESIGNATION REQUEST - SOUTH TEXAS SYNDICATE TRUST

I, Charles Gertmenian am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of JP Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Number of STS Units: Confidential


Signature

Charles Gertmenian
Print Name

Jan. 31, 2013
Date

Return to:
Matt Gollinger
Fax: 612-336-9100
Scan & Email: MGollinger@zelle.com

Zelle Hofmann
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415

Direct Contact:
Matt Gollinger: 612-336-9124
John Massopust: 612-336-9109

TRUSTEE RESIGNATION REQUEST – SOUTH TEXAS SYNDICATE TRUST

I, Donald Gertmenian, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of JP Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Number of STS Units REDACTED

Donald Gertmenian
Signature

Donald Gertmenian
Print Name

1/28/2013
Date

Return to:
Matt Gollinger
Fax: 612-336-9100
Scan & Email: MGollinger@zelle.com

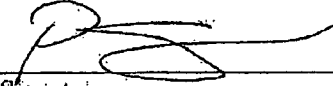
Zelle Hofmann
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415

Direct Contact:
Matt Gollinger: 612-336-9124
John Massopust: 612-336-9109

TRUSTEE RESIGNATION REQUEST – SOUTH TEXAS SYNDICATE TRUST

I, Peter G. Gertmenian , am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of JP Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Number of STS Units confidential



Signature

Print Name: Peter G. Gertmenian

Date : 28 January 2013

Return to:

Matt Gollinger

Fax: 612-336-9100

Scan & Email: MGollinger@zelle.com

Zelle Hofmann

500 Washington Avenue South, Suite 4000

Minneapolis, MN 55415

Direct Contact:

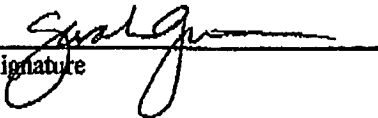
Matt Gollinger: 612-336-9124

John Massopust: 612-336-9109

TRUSTEE RESIGNATION REQUEST - SOUTH TEXAS SYNDICATE TRUST

I, Sarah Gertmenian, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of JP Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Number of STS Units Confidential


Signature

Sarah Gertmenian
Print Name

January 29, 2013
Date

Return to:
Matt Gollinger
Fax: 612-336-9100
Scan & Email: MGollinger@zelle.com

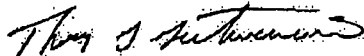
Zelle Hofmann
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415

Direct Contact:
Matt Gollinger: 612-336-9124
John Massopust: 612-336-9109

TRUSTEE RESIGNATION REQUEST – SOUTH TEXAS SYNDICATE TRUST

I, Thomas G. Gertmenian, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of JP Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Number of STS Units confidential

Signature 

Print Name Thomas G. Gertmenian

Date January 28, 2013

Return to:

Matt Gollinger

Fax: 612-336-9100

Scan & Email: MGollinger@zelle.com

Zelle Hofmann

500 Washington Avenue South, Suite 4000

Minneapolis, MN 55415

Direct Contact:

Matt Gollinger: 612-336-9124

John Massopust: 612-336-9109

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Andrew P Hilgartner, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P.Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

REDACTED

Number of STS Unites _____

Andrew P Hilgartner
Signature

Andrew P Hilgartner
Print Name

1/17/2013
Date

Return to:
Matt Gollinger
Fax: 612-336-9100
Scan & Email MGollinger@zelle.com

Zelle Hofmann
500 WASHINGTON AVENUE SOUTH - SUITE 4000
MINNEAPOLIS, MINNESOTA 55415

Direct Contact:
Matt Gollinger: (612) 336-9124
John Massopust (612) 336-9109

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Elizabeth Jubert, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Elizabeth Jubert
Signature


1/14/13
Date

TRUSTEE RESIGNATION REQUEST – SOUTH TEXAS SYNDICATE TRUST

I, ROBERT J. KESTELL, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of JP Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

REDACTED

Number of STS Units _____



Signature

ROBERT J. KESTELL

Print Name

1-17-13

Date

Return to:
Matt Gollinger
Fax: 612-336-9100
Scan & Email: MGollinger@zelle.com

Zelle Hofamann
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415

Direct Contact:
Matt Gollinger: 612-336-9124
John Massopust: 612-336-9109

TRUSTEE RESIGNATION REQUEST - SOUTH TEXAS SYNDICATE TRUST

I, Janet G. MacFarlane, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of JP Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Number of STS Units REDACTED

Janet G. MacFarlane
Signature

Janet G. MacFarlane
Print Name

January 28, 2013
Date

Return to:
Matt Gollinger
Fax: 612-336-9100
Scan & Email: MGollinger@zelle.com

Zelle Hofmann
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415

Direct Contact:
Matt Gollinger: 612-336-9124
John Massopust: 612-336-9109

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Catherine H. Masucci, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Catherine H Masucci

Signature

January 11, 2013

Date

TRUSTEE RESIGNATION REQUEST – SOUTH TEXAS SYNDICATE TRUST

I, NANNETTE MAYBER, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of JP Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Number of STS Units REDACTED

Nannette Mayber
Signature

NANNETTE MAYBER
Print Name

24 January 2013
Date

Return to:
Matt Gollinger
Fax: 612-336-9100
Scan & Email: MGollinger@zelle.com

Zelle Hofmann
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415

Direct Contact:
Matt Gollinger: 612-336-9124
John Massopust: 612-336-9109

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, DAVID W. MCLEAN, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P.Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

REDACTED

Number of STS Unites _____

David W. McLean
Signature

DAVID W. MCLEAN
Print Name

1/18/2013
Date

Return to:
Matt Gollinger
Fax: 612-336-9100
Scan & Email MGollinger@zelle.com

Zelle Hofmann
500 WASHINGTON AVENUE SOUTH - SUITE 4000
MINNEAPOLIS, MINNESOTA 55415

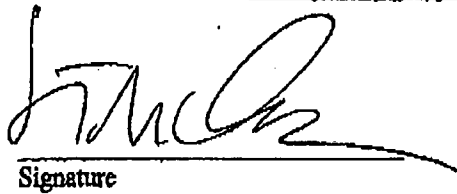
Direct Contact:
Matt Gollinger: (612) 336-9124
John Massopust (612) 336-9109

TRUSTEE RESIGNATION REQUEST - SOUTH TEXAS SYNDICATE TRUST

I, Laura Mclean, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of JP Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

REDACTED

Number of STS Units _____


Signature

Laura Mclean
Print Name

2/6/13
Date

Return to:
Matt Gollinger
Fax: 612-336-9100
Scan & Email: MGollinger@zelle.com

Zelle Hofmann
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415

Direct Contact:
Matt Gollinger: 612-336-9124
John Massopust: 612-336-9109

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Lisa F McLeah, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Lisa F McLeah
Signature

1.14.13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

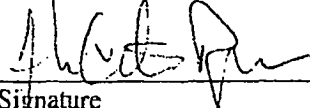
I, NANCY Mclean, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Nancy Mclean
Signature

1/14/13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, JOHN CARTER PIPER, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

 TRUSTEE, MCP TRUST
Signature

1/12/2013
Date

TRUSTEE RESIGNATION REQUEST – SOUTH TEXAS SYNDICATE TRUST

Kathryn F. Meseros

I, Robert C. Meseros, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of JP Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

REDACTED

Number of STS Units _____

Kathryn F. Meseros

Robert C. Meseros

Signature

Kathryn F. Meseros

Robert C. Meseros

Print Name

1/21/13

Date

Return to:

Matt Gollinger

Fax: 612-336-9100

Scan & Email: MGollinger@zelle.com

Zelle Hofamann

500 Washington Avenue South, Suite 4000

Minneapolis, MN 55415

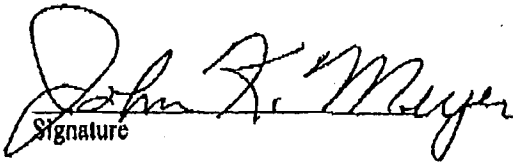
Direct Contact:

Matt Gollinger: 612-336-9124

John Massopust: 612-336-9109

TRUSTEE RESIGNATION REQUEST--SOUTH TEXAS SYNDICATE TRUST

I, John K. Meyer am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.


Signature

2/11/13
Date

TRUSTEE RESIGNATION REQUEST--SOUTH TEXAS SYNDICATE TRUST

I, John K. Meyer, Jr., am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

John K. Meyer, Jr.
Signature

2/11/2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Theodore F. Meyer IV, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Theodore F Meyer IV
Signature

2-9-13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Mary C. Miller, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Mary C. Miller
Signature

1-17-13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Janette Muirhead, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Janette M. Muirhead
Signature

1-22-13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Caroline Myhre am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Caroline P. Myhre
Signature

1-14-13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Marcia Lee Nelson am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.


Marcia Lee Nelson
Signature

January 11, 2013
Date

TRUSTEE RESIGNATION REQUEST – SOUTH TEXAS SYNDICATE TRUST

I, Roland C Nickerson, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of JP Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Number of STS Units REDACTED


Signature

Roland C Nickerson
Print Name

1/28/2013
Date

Return to:
Matt Gollinger
Fax: 612-336-9100
Scan & Email: MGollinger@zelle.com

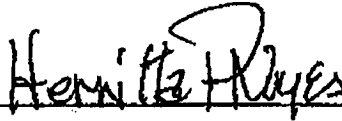
Zelle Hofmann
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415

Direct Contact:
Matt Gollinger: 612-336-9124
John Massopust: 612-336-9109

TRUSTEE RESIGNATION REQUEST - SOUTH TEXAS SYNDICATE TRUST

We, Roger & Sally B Noyes, are the holders of beneficial interest shares in the South Texas Syndicate Trust. We are aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. We hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of JP Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Number of STS Unit ^{REDACTED}
Roger B. Noyes  1/25/2013
Print Name: Signature: Date:

Henrietta Piper Noyes  1/25/2013
Print name: Signature: Date:

Fax: 612-336-9100

Scan & Email: MGollinger@zelle.com

Zelle Hofamann

500 Washington Avenue South, Suite 4000

Minneapolis, MN 55415

Direct Contact:

Matt Gollinger: 612-336-9124

John Massopust: 612-336-9109

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Anne W Pennock, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Quen P. Hansell, POA For Anne W Pennock
Signature

REDACTED

1/16/2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Anne W. Pennock Trust, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Susan P. Harrell, trustee for the Anne W Pennock Trust REDACTED
Signature

1/16/2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, JAMES N. PIERSON, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.


Signature

Jan 10, 2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, David R. Pierson am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

David R. Pierson
Signature

~~1-14-11~~ 1-14-2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, ANN PIPER, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Ann Piper
Signature

Jan 15, 2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, ADDISON PIPER, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Addison Piper

Signature

1/14/2013

Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Andrew Piper, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Andrew Piper
Signature

1/11/2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST


I, David Piper, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

David L. Piper
Signature

Jan. 14, 2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Edmund P. Pipin, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.



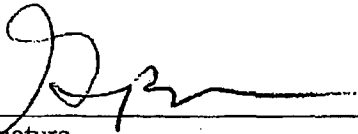
Signature

1/13/13

Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, George Frank Piper am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.



Signature

1-10-13

Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Harry C. Piper, III, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.


Signature

1-16-12
Date

P.S. JP Morgan, you should be ashamed of yourself!
HCP III

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

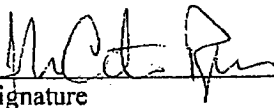
I, James Piper, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.


Signature

1/12/13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, John Carter Piper, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

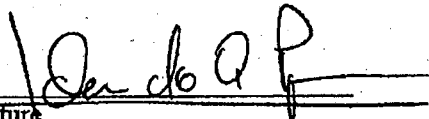

Signature

personally & for ZPIPER, LLC

1/12/2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, John Q Piper, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.


Signature

1-14-2012
Date

REDACTED

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Karen O Piper, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.



Signature

Date 1/13/13

384441v1



Attached Me... (169 bytes)

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Samuel Piper am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Samuel Piper
Signature

1/14/13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Matthew B. Piper, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.


Signature

Jan 15, 2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Robin Piper Downs am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.



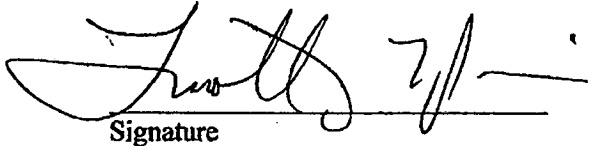
Signature

1-12-13

Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, TIMOTHY T. PIPER, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.



Signature

1/14/2013

Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, WILLIAM G. PIPER, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

William G. Piper
Signature

Jan. 12, 2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

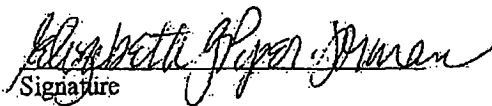
I, WILLIAM PIPER, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

William Piper
Signature

12 Jan 2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, ~~Elizabeth G. Piper~~ ^{For MAM} am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.


Signature

1/11/2013
Date

TRUSTEE RESIGNATION REQUEST – SOUTH TEXAS SYNDICATE TRUST

I, Geraldine Rasmussen am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of JP Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Number of STS Units REDACTED

Geraldine A. Rasmussen
Signature

Geraldine A. Rasmussen
Print Name

2/8/2013
Date

Return to:
Matt Gollinger
Fax: 612-336-9100
Scan & Email: MGollinger@zelle.com

Zelle Hofmann
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415

Direct Contact:
Matt Gollinger: 612-336-9124
John Massopust: 612-336-9109

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Mary M Schwartz, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Mary M Schwartz
Signature

Jan 14, 2013
Date

From: John Q Piper <quervain@junq.com>
Subject: TRUSTEE RESIGNATIO REQUEST
Date: January 23, 2013 6:49:46 PM EST
To: Marley Skiff <mnsras@comcast.net>

1 Attachment, 80 KB

TRUSTEE RESIGNATION REQUEST - SOUTH TEXAS SYNDICATE TRUST

I, MARJORIE N. SKIFF, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of JP Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

REDACTED

Number of STS Units

[Signature]
Signature

MARJORIE N. SKIFF
Print Name

1-24-2013
Date

Return to:
Matt Gollinger
Fax: 612-336-9100
Scan & Email: MGollinger@zelle.com

Zelle Holman
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415

Direct Contact:
Matt Gollinger: 612-336-9124
John Mussopust: 612-336-9109

TRUSTEE RESIGNATION REQUEST – SOUTH TEXAS SYNDICATE TRUST

I, Susan G Snow Trust am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of JP Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Number of STS Units REDACTED

Susan G Snow Trust
Signature

Susan G Snow Trust
Print Name

-1/28/2013
Date

Return to:
Matt Gollinger
Fax: 612-336-9100
Scan & Email: MGollinger@zelle.com

Zelle Hofmann
500 Washington Avenue South, Suite 4000
Minneapolis, MN 55415


Direct Contact:
Matt Gollinger: 612-336-9124
John Massopust: 612-336-9109

From: John Massopust <JMassopust@zelle.com>
Subject: South Texas Syndicate Trust Litigation Update - Status Report
Date: January 11, 2013 1:08:34 PM PST
Cc: John Massopust <JMassopust@zelle.com>, Matt Gollinger <MGollinger@zelle.com>
2 Attachments, 77.8 KB

Please see the attached letter.

**ZELLE
HOFMANN**
ZELLE HOFMANN NOELKE & MASON LLP
600 Washington Avenue South, Suite 4000
Minneapolis, MN 55415

John Massopust
Attorney at Law

website | bio | vCard | map | 

D (812) 338-0108
F (812) 338-2102

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In accordance with NY A. Partners Please consider the environment before printing this email.

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

Elizabeth Warner Verkade
I, Elizabeth Warner Verkade, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that J.P. Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Elizabeth Warner Verkade
Signature

1-16-13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Juan Mary Walker am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Juan Mary Walker
Signature

Jan 11, 2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Bonnie E Warner, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Bonnie E Warner
Signature

Jan 13, 2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

DAVID A. WARNER &
I, MARGIE A. WARNER, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

David A. Warner, Trustee
Signature

Margie A Warner

1/15/13

1/15/2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, ELLSWORTH A. WARNER, JR. am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Ellsworth A. Warner, Jr.
Signature

1/14/13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

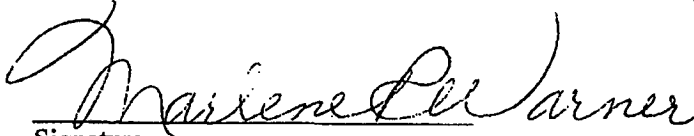
I, Henry T. Warner, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Henry T. Warner
Signature

1-15-13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, M.A. WARNER JR. am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.



Signature

POA 12-14-11

1-14-13

Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Sally S. Warner, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Sally S Warner
Signature

1-15-2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Thomas L. Warner, TTEE am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Thomas L. Warner, TTEE
Signature

Thomas L. Warner
Special Trustee for
2011 Irrevocable Trust U/A dated
2/14/11

1-12-13

Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Thomas L. Warner TTEE am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Thomas L. Warner TTEE
Signature

Thomas L. Warner
Trustee of Joan E. Warner Trust
for Ted E. Warner Family

1-12-12
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Thomas L. Warner am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Thomas L. Warner

Signature

Thomas L. Warner

1-12-13

Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

I, Dixie Webb, am the holder of beneficial interest shares in the South Texas Syndicate Trust. I am aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. I hereby request that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and vote 100% of my beneficial interest shares in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Dixie Webb
Signature

January 14, 2012
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

Wells Fargo Bank, N.A. ("Wells Fargo") is Trustee and/or Co-Trustee for the trust entities shown below, which hold Certificates of Beneficial Interest in the South Texas Syndicate Trust. Wells Fargo is aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. Wells Fargo hereby requests that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and votes 100% of the beneficial interest shares it holds as Trustee and/or Co-Trustee in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Request applicable to the following trusts (redact in any filing):

REDACTED REDACTED

REDACTED REDACTED

Wells Fargo Bank, N.A., Trustee

REDACTED

February 4, 2013
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

Wells Fargo Bank, N.A. ("Wells Fargo") is Trustee and/or Co-Trustee for the trust entities shown below, which hold Certificates of Beneficial Interest in the South Texas Syndicate Trust. Wells Fargo is aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. Wells Fargo hereby requests that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and votes 100% of the beneficial interest shares it holds as Trustee and/or Co-Trustee in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

Request applicable to the following trusts (redact in any filing):

REDACTED

Wells Fargo Bank, N.A., Trustee
REDACTED

REDACTED

2-6-13
Date

TRUSTEE RESIGNATION REQUEST--SOUTH TEXAS SYNDICATE TRUST

U.S. Bank Trust National Association SD ("U.S. Bank") is the Trustee of the REDACTED
REDACTED ("Trust") which holds Certificates of Beneficial
Interest in the South Texas Syndicate Trust. U.S. Bank is aware that the Trustee of the South
Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent
of the outstanding beneficial interest shares. U.S. Bank hereby requests that JP Morgan Chase
Bank N.A. resign as Trustee of the South Texas Syndicate Trust and votes 100% of the
beneficial interest shares held by the Trust in favor of the removal of J.P. Morgan Chase Bank
N.A. as Trustee of the South Texas Syndicate Trust.

For U.S. Bank Trust National Association SD:
REDACTED

2/8/13

Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

U.S. Bank Trust National Association SD ("U.S. Bank") is a Co-Trustee of the REDACTED
REDACTED ("Trust") which holds Certificates of Beneficial
Interest in the South Texas Syndicate Trust. U.S. Bank is aware that the Trustee of the South
Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent
of the outstanding beneficial interest shares. U.S. Bank hereby requests that JP Morgan Chase
Bank N.A. resign as Trustee of the South Texas Syndicate Trust and votes 100% of the
beneficial interest shares held by the Trust in favor of the removal of J.P. Morgan Chase Bank
N.A. as Trustee of the South Texas Syndicate Trust.

For U.S. Bank Trust National Association SD:
REDACTED

2/8/13

Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

U.S. Bank Trust National Association SD ("U.S. Bank") is a Co-Trustee of the REDACTED
REDACTED ("Trust") which holds Certificates of Beneficial
Interest in the South Texas Syndicate Trust. U.S. Bank is aware that the Trustee of the South
Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent
of the outstanding beneficial interest shares. U.S. Bank hereby requests that JP Morgan Chase
Bank N.A. resign as Trustee of the South Texas Syndicate Trust and votes 100% of the
beneficial interest shares held by the Trust in favor of the removal of J.P. Morgan Chase Bank
N.A. as Trustee of the South Texas Syndicate Trust.

For U.S. Bank Trust National Association SD:
REDACTED

2/8/13

Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

U.S. Bank National Association ("U.S. Bank") is a Co-Trustee of the REDACTED
REDACTED ("Trust") which holds Certificates of Beneficial
Interest in the South Texas Syndicate Trust. U.S. Bank is aware that the Trustee of the South
Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent
of the outstanding beneficial interest shares. U.S. Bank hereby requests that JP Morgan Chase
Bank N.A. resign as Trustee of the South Texas Syndicate Trust and votes 100% of the
beneficial interest shares held by the Trust in favor of the removal of J.P. Morgan Chase Bank
N.A. as Trustee of the South Texas Syndicate Trust.

For U.S. Bank National Association:

REDACTED

2/8/13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

U.S. Bank National Association ("U.S. Bank") is a Co-Trustee of the REDACTED
REDACTED ("Trust") which holds Certificates of
Beneficial Interest in the South Texas Syndicate Trust. U.S. Bank is aware that the Trustee of the
South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51)
percent of the outstanding beneficial interest shares. U.S. Bank hereby requests that JP Morgan
Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and votes 100% of the
beneficial interest shares held by the Trust in favor of the removal of J.P. Morgan Chase Bank
N.A. as Trustee of the South Texas Syndicate Trust.

For U.S. Bank National Association:

REDACTED

2/8/13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

U.S. Bank National Association ("U.S. Bank") serves as agent for
REDACTED

REDACTED

("Trust"), with respect to the Certificates of Beneficial Interest in the South Texas Syndicate Trust held by the Trust. U.S. Bank is aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. U.S. Bank, as agent for the trustees of the Trust, hereby requests that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and votes 100% of the beneficial interest shares held by the Trust in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

For U.S. Bank National Association:

REDACTED

2/18/13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

U.S. Bank National Association ("U.S. Bank") is the Trustee of the REDACTED
REDACTED ("Trust") which holds Certificates of Beneficial Interest in the South
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has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding
beneficial interest shares. U.S. Bank hereby requests that JP Morgan Chase Bank N.A. resign as
Trustee of the South Texas Syndicate Trust and votes 100% of the beneficial interest shares held
by the Trust in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South
Texas Syndicate Trust.

For U.S. Bank National Association:

REDACTED

2/8/13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

U.S. Bank National Association ("U.S. Bank") serves as agent for REDACTED with respect to the Certificates of Beneficial Interest in the South Texas Syndicate Trust held by this individual. U.S. Bank is aware that the Trustee of the South Texas Syndicate Trust has agreed to resign as Trustee upon the request of fifty-one (51) percent of the outstanding beneficial interest shares. U.S. Bank, as agent for REDACTED hereby requests that JP Morgan Chase Bank N.A. resign as Trustee of the South Texas Syndicate Trust and votes 100% of the beneficial interest shares held by REDACTED in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South Texas Syndicate Trust.

For U.S. Bank National Association:

REDACTED

2/8/13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

U.S. Bank National Association ("U.S. Bank") is the Trustee of the REDACTED
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Trustee of the South Texas Syndicate Trust and votes 100% of the beneficial interest shares held
by the Trust in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South
Texas Syndicate Trust.

For U.S. Bank National Association:

REDACTED

2/8/13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

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by the Trust in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South
Texas Syndicate Trust.

For U.S. Bank National Association:

REDACTED

2/8/13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

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N.A. as Trustee of the South Texas Syndicate Trust.

For U.S. Bank National Association:

REDACTED

2/8/13

Date

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N.A. as Trustee of the South Texas Syndicate Trust.

For U.S. Bank National Association:

REDACTED

2/18/13
Date

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by the Trust in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South
Texas Syndicate Trust.

For U.S. Bank National Association:

REDACTED

2/5/13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

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Texas Syndicate Trust.

For U.S. Bank National Association:

REDACTED

2/8/13
Date

TRUSTEE RESIGNATION REQUEST—SOUTH TEXAS SYNDICATE TRUST

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For U.S. Bank National Association:

REDACTED

2/8/13
Date

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by the Trust in favor of the removal of J.P. Morgan Chase Bank N.A. as Trustee of the South
Texas Syndicate Trust.

For U.S. Bank National Association:

REDACTED

5/8/13
Date

EXHIBIT B

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REPORTER'S RECORD

VOLUME 1 OF 1 VOLUME

TRIAL COURT CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET AL)	IN THE DISTRICT COURT
)	
VS.)	225TH JUDICIAL DISTRICT
)	
JP MORGAN CHASE BANK, ET AL)	BEXAR COUNTY, TEXAS

DEFENDANT'S MOTION FOR RULE 39 JOINDER

FEBRUARY 25, 2013

On the 25th day of February 2013, the following proceedings came on to be heard in the above-entitled and numbered cause before the HONORABLE BARBARA NELLERMOE, Judge Presiding, held in 45th District Court, San Antonio, Bexar County, Texas:

Proceedings reported by machine shorthand.

1 rata share.

2 Now, in my view, that would clearly mean that
3 the nonparty STS beneficiaries have an interest in this case
4 and its outcome and a right to take a position regarding how
5 those interests should be advanced, et cetera.

6 The next page, on page 28, they say we -- and
7 talking about, well, who are these opt-in people, are they
8 parties, not parties? Mr. Drought says, if you look at our
9 current pleading, we have these limbo opt-ins out there.
10 Now, they say they want to be opt-ins, but we're reluctant
11 to contact them.

12 Part of the reason I'm tendering this to you,
13 Judge, is that the status of these opt-in limbo parties
14 really does need, for a lot of reasons -- and not just for
15 purposes for the defendant, but for purposes of the
16 plaintiff and the Court need to be clarified as to the
17 status of who these different parties are so that when we
18 finish this process everybody knows who was involved and
19 what the impact of this is on them. And given where we are
20 currently with the opt-in limbo parties, we're not going to
21 be able to accomplish that. I'll offer Exhibit 9.

22 MR. SPENCER: No objection.

23 THE COURT: Admitted.

24 (Defendants' Exhibit No. 9 was offered and admitted.)

25 MR. SHEEHAN: Your Honor, Exhibit No. 10, this

1 is the hearing transcript -- this is where we made sort of
2 the agreement between the counsel with you about resetting
3 the hearing on the special exceptions and then coming back
4 here today on the Rule 39 motion. I really just present
5 this because what this reflects is what I had mentioned to
6 you earlier.

7 If you look at page 7 of this transcript, what
8 the concept was, that they were going to go out and look at
9 possibly writing a letter to these other -- maybe the opt-in
10 beneficiaries or maybe everybody. Then we'd know what
11 happened with reference to that.

12 Apparently, their proposal is that they send a
13 letter to just the opt-in people and not to everybody. I
14 think they sent you that letter today and they said as a way
15 to potentially resolve the special exceptions issue. But
16 I'll offer Exhibit No. 10.

17 MR. SPENCER: No objection.

18 THE COURT: Admitted.

19 (Defendants' Exhibit No. 10 was offered and admitted.)

20 MR. SHEEHAN: Well, and so what really
21 happened there, Judge, is we were waiting on that letter,
22 which we didn't get. Instead, we got that resignation
23 letter. And then today, we got this letter that we were
24 referring to on that day.

25 And I want to also point out there isn't

1 anybody regarding this process that we're talking about here
2 where we're going to just send a letter, maybe just to the
3 opt-ins, maybe to everybody, the letter that they sent you
4 this morning that said we'll just send it to the opt-ins.

5 Clearly, can't argue the issue that they've
6 got some kind of a problem with delay here with reference to
7 bringing all these STS beneficiaries in because the very
8 protocols that they're proposing happen here would
9 constitute and cause some delay.

10 If they're proposing, which they are to you,
11 they're telling you, let us send this letter to all these
12 people and see what we get back. Well, you know, that
13 process that they're adopting and asking you to adopt
14 clearly would contemplate and envision some delay.

15 I merely point that out to say that the idea
16 that there may be some delay is really not -- and I'm not
17 saying that there would be, but I'm saying that based on the
18 protocol they're trying to put into place, they're creating
19 the protocol that could create and cause delay and they're
20 saying they're fine with that. I simply wanted to point
21 that out.

22 Judge, we can move on now, I think, to No. 11.
23 This, Mr. Massopust, I think earlier referred to you --
24 referred you to this letter. This is the letter that he
25 says is somehow outside the case or something. But I'll

1 also say that if it is, I don't know why they're talking
2 about it. I mean, if this letter doesn't have anything to
3 do with this lawsuit or why we're here today, then I don't
4 know why they filed a motion saying because this is out
5 there, this Rule 39 hearing should be continued. Because
6 that's what they did. That's what the Blaze plaintiffs
7 filed. They said, well, we've got this resignation issue
8 floating around out there, so let's not do the 39 motion
9 now.

10 In any event, what this letter shows is
11 they're asking the bank, JP Morgan as trustee, to send them
12 back some kind of letter agreeing to resign at our earliest
13 convenience. The reason I point this out to the Court is
14 because what this letter does and the letters that I'm about
15 to show you do, as I mentioned to you earlier very simply is
16 move out front and make even more bright the idea and the
17 notion that these other beneficiaries need to get in this
18 case and have a say-so about what's going to happen in it.

19 Because what will happen with reference to
20 this 51 percent issue is that there will be a push on behalf
21 of the plaintiffs who are currently -- the plaintiffs who
22 are currently in the case to try to make some kind of -- to
23 bring some kind of a head to this legal resolution, if you
24 will, to this particular position.

25 And these other parties, the nonparty STS

1 beneficiaries, ought to have an opportunity to weigh in on
2 that. That's important to them. They may not agree with
3 Mr. Massopust's interpretation of these documents and they
4 may not agree that JP Morgan ought not any longer be the
5 trustee. And those are obviously interests that are not
6 going to be adequately protected by the group who is
7 pursuing that agenda.

8 And as we know from Mr. Massopust's
9 intervention filings, no party in this lawsuit can
10 adequately protect their interests. That's what they said.
11 Well, I would wager and it's fair to say that no party
12 that's currently in this case as a party can -- concerning
13 these issues of resignation or trust reformation, trust
14 interpretation, substitution or succession of trustees, that
15 none of those people that are here that are represented by
16 these gentlemen on this side of the table would adequately
17 be able to represent their interests or to tell you that
18 there won't be or can't be or isn't a conflict in their
19 position. I'll offer Exhibit 11.

20 MR. MASSOPUST: Your Honor, I have no
21 objection to my letter dated February 13th that is the first
22 page. However, the documents that follow are the
23 individual -- I'll call it ballots -- cast by the 57,
24 58 percent of the beneficial interest.

25 I think there should be either removed from

1 this exhibit or filed under seal. Some of them contain
2 confidential information about how many shares they own.
3 And that absolutely goes -- has no bearing to any issue here
4 on the two banks.

5 Wells Fargo in there specifically say that if
6 this is going to be used to redact the various accounts,
7 they know who the accounts are that Wells Fargo represents
8 and there is no value to put that out into a public record.

9 So one of the other -- either remove those as
10 immaterial or else file them under seal.

11 MR. SHEEHAN: Your Honor, we're fine with
12 sealing these exhibits. That's fine.

13 THE COURT: Okay.

14 MR. MASSOPUST: I don't need all of the
15 exhibits as they say unless that's easier for the Court.
16 All I'm saying is -- and my letter is fine to go.

17 MR. SHEEHAN: No, I'm talking about the signed
18 forms.

19 MR. MASSOPUST: Yeah. Okay.

20 MR. SHEEHAN: I don't have a problem with
21 that.

22 MR. MASSOPUST: Would it make more sense just
23 to remove them? I think that might be easier.

24 MR. SHEEHAN: Remove them and then present
25 them to you under seal as part of Exhibit No. 11. If that's

1 all right with the Court.

2 THE COURT: It's fine with me.

3 MR. FLEGLE: Your Honor, Jim Flegle. I've
4 been through this before. I'm sure Your Honor has too. The
5 problem is the 76(a) burden that we've got to do to get it
6 under seal.

7 I guess the Court could take it in camera, but
8 if it's going to be part of a filing in a hearing, we're
9 going to have to jump through a couple three hoops and we've
10 got to give notices to the Supreme Court, plus something
11 downstairs.

12 MR. SHEEHAN: Judge, let me do this, because
13 I'm familiar with that issue. What I'll do, because I think
14 the significance really of what I'm saying is the letter.
15 I'll agree to withdraw the signed forms.

16 MR. MASSOPUST: That's perfectly fine with us,
17 Your Honor.

18 MR. FLEGLE: No objection.

19 MR. SHEEHAN: I understand what the problem
20 is, Judge. So I will offer, however, Exhibit No. 11, which
21 is just the one-page letter dated February 11, 2013.

22 THE COURT: The letter itself is admitted as
23 Exhibit 11.

24 MR. SHEEHAN: Okay. Thank you, Judge.

25 (Defendants' Exhibit No. 11 was offered and admitted.)

1 MR. SHEEHAN: Your Honor, the next exhibit is
2 Exhibit No. 12, and it is a -- it is a letter from
3 Mr. Massopust to me. It makes a reference to the lawsuit,
4 the Meyer case. It speaks for itself. But one of the
5 things we've been trying to find out from them and have not
6 found out yet is whether or not this 51 percent process that
7 they're -- that they have raised is whether or not that
8 51 percent process contemplates court involvement or
9 intervention or not.

10 And we felt that was important whether they
11 felt like it involved court intervention or involvement or
12 not. Because either way knowing that and being able to
13 weigh in with reference to that would be an important issue
14 to the currently nonparty STS beneficiaries.

15 So maybe Mr. Massopust could tell us or you if
16 this 51 percent confirmation and resignation process that's
17 referred to in his letters contemplates the involvement and
18 the active involvement of a court.

19 MR. MASSOPUST: As referenced in Exhibit 12
20 when we got that last week, I suggested to Mr. Sheehan that
21 we put this off because, as I said in there, I was up in
22 other cases with meetings and I was up against -- I said I
23 can't respond until the next week, it seemed to me to go to
24 the core of this and it was more important than this. He
25 wrote back and said, no, we're going to proceed.

1 THE STATE OF TEXAS)
COUNTY OF BEXAR)

2
3 I, JUDITH A. STEWART, Official Court Reporter in and
4 for the 45th District Court of Bexar County, State of Texas,
5 do hereby certify that the above and foregoing contains a
6 true and correct transcription of all portions of evidence
7 and other proceedings requested in writing by counsel for
8 the parties to be included in this volume of the Reporter's
9 Record, in the above-styled and numbered cause, all of which
10 occurred in open court or in chambers and were reported by
11 me.

12 I further certify that this Reporter's Record of the
13 proceedings truly and correctly reflects the exhibits, if
14 any, admitted by the respective parties.

15 I further certify that the total cost for the
16 preparation of this Reporter's Record is \$336.00 and was
17 paid by the Defendant.

18 WITNESS MY OFFICIAL HAND this the 5th day of January
19 2013.

20
21 /s/Judith A. Stewart
22 Judith A. Stewart, C.S.R.
23 Expiration Date: 12/31/13
24 Official Court Reporter
25 45th District Court
Bexar County Courthouse
100 Dolorosa
San Antonio, Texas 78205
(210) 771-7732

JUDITH A. STEWART, C.S.R.
45TH DISTRICT COURT

Verkade; Julia Mary Walker; Barbara Warner; Bonnie Warner; Ellsworth A. Warner, Jr.; H. T. & S. S. Warner; M. A. Warner, Jr.; Ted E. Warner; Thomas Livingston Warner; Dixie Webb; U.S. Bank Trust National Association SD, as trustee of the Harry C. Piper Trust U/A FBO Margaret P. Cost dated 1/27/37; U.S. Bank Trust National Association SD, Margaret Cost and Charles Pierson Jr., as trustees of the Louise G. Piper Trust U/W FBO Margaret P. Cost dated 8/19/72; U.S. Bank Trust National Association SD, Margaret Cost and Charles Pierson Jr., as trustees of the Harry C. Piper Trust U/W FBO Margaret P. Cost dated 11/5/63; U.S. Bank National Association, as trustee of the William W. Gage Revocable Trust U/A dated 1/28/86; U.S. Bank National Association, as trustee of the Louis H. Piper Trust U/W dated 12/31/24; U.S. Bank National Association, as trustee of the Walter D. Douglas II Residuary Trust U/A FBO Susan D. Shraibati dated 6/13/50; U.S. Bank National Association, as trustee of the Walter D. Douglas II Residuary Trust U/A FBO David C. Douglas dated 6/13/50; U.S. Bank National Association and Georgia Ray Lindeke, as trustees of the Georgia Ray Decoster Trust U/W dated 9/22/61; U.S. Bank National Association, as trustee of the H. C. Piper Trust U/A FBO Charles Pierson dated 1/27/37; U.S. Bank National Association, as trustee of the Maud Douglas Trust U/A dated 12/12/27; and Wells Fargo Bank, N.A., (collectively "Plaintiff-Intervenors").

I. FACTS

1. I, Michael S. Christian, am a lawyer with the law firm of Zelle Hofmann Voelbel & Mason LLP, in San Francisco, California. I am associated with Steven J. Badger of the same firm in Dallas, Texas. Steven J. Badger's State Bar card number is 01499050 and his office address, telephone number and fax number are:

Steven J. Badger
Zelle Hofmann Voelbel & Mason LLP
901 Main Street, Suite 4000
Dallas, TX 75202
Telephone: 214-742-3000
Facsimile: 214-760-8994
E-mail: sbadger@zelle.com

2. I am an active member in good standing with the State Bar of California, being admitted to practice on April 16, 2001. Further, I am a member of the Bars of the United States District Courts for the Northern and Central Districts of California, having been admitted to practice before those courts in 2001 and 2003, respectively. I was admitted to the Bar of the trial and appellate courts of the State of Arizona in 1997, and am a member in good standing. I have been admitted *pro hac vice* in many state and federal courts around the United States. I am not under suspension or disbarment by any state or federal court.

3. I have not been the subject of disciplinary action in the last five (5) years by the bar or courts of any jurisdiction in which I have been licensed.

4. I have not been denied admission to the courts of any state or to any federal court during the last five (5) years.

5. I am familiar with the State Bar Act, the State Bar Rules, and the Texas Disciplinary Rules of Professional Conduct governing conduct of members of the State Bar of Texas, and I will at all times abide by and comply with those rules as long as this cause of action is pending and I have not withdrawn as counsel herein.

6. I have not appeared in or sought leave to appear in any Texas courts in the previous two (2) years.

7. My office address, telephone number and fax numbers are included below my signature.

8. In accordance with the Rules Governing Admission to the Bar of Texas, attached hereto as Exhibit A is the Non-Resident Acknowledgment letter received from the Texas Board of Law Examiners Demonstrating proof of payment of the requisite fee.

PRAYER

For these reasons, I ask this court to grant my Application to Appear *Pro Hac Vice* and allow me to appear before this court until the conclusion of this case.

Respectfully submitted,

ZELLE HOFMANN VOELBEL & MASON LLP

By: /s/ Steven J. Badger

Steven J. Badger
State Bar No. 01499050
Ashley Bennett Jones
State Bar No. 24056877

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-and-

/s/ Michael S. Christian

Michael S. Christian (*pro hac vice pending*)
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**ATTORNEYS FOR PLAINTIFF-
INTERVENORS**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing has been served on this 9th day of July, 2013, in accordance with the TEXAS RULES OF CIVIL PROCEDURE as follows:

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Attorneys for Plaintiffs John K. Meyer, John K. Meyer, Jr., and Theodore F. Meyer

/s/ Steven J. Badger
Steven J. Badger

Exhibit A

Board of Law Examiners
Appointed by the Supreme Court of Texas

Non-Resident Acknowledgment Letter
June 06, 2013

MICHAEL S. CHRISTIAN
ZELLE HOFMANN VOELBEL & MASON LLP
44 MONTGOMERY STREET, STE 3400
SAN FRANCISCO CA 94104-

Application Received: 06/06/13

Cause/Texas Court of Record: 2010-CI-10977/225TH JUD DIST/BEXAR CTY

FROM: Julie Brown, Licensure Analyst, 512-463-5697

This letter acknowledges receipt of your Application for Pro Hac Vice admission and serves as your Proof of Payment of Fee.

Filing the Application for Pro Hac Vice Admission and fee is the mandatory first step in your request for permission to participate in proceedings in a Texas Court. The next step is to file a sworn motion, in compliance with Rule XIX of the current *Rules Governing Admission to the Bar of Texas*, in the Texas Court in which you request to participate, which must be accompanied by this acknowledgment letter. The decision to grant or deny your application is ultimately made by the Texas Court in which you request to participate.

Mailing Address

Post Office Box 13486
Austin, Texas 78711-3486

Telephone: 512-463-1621

Facsimile: 512-463-5300

Website: www.lbe.state.tx.us

Street Address

205 West 14th Street, 5th Floor
Austin, Texas 78701

(Consolidated Under)
NO. 2010-CI-10977

JOHN K. MEYER, ET AL.,

Plaintiffs,

v.

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

Defendants.

§ IN THE DISTRICT COURT
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§ BEXAR COUNTY, TEXAS
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§
§ 225TH JUDICIAL DISTRICT

**MOTION FOR ADMISSION *PRO HAC VICE*
OF MICHAEL S. CHRISTIAN**

Now comes Michael S. Christian, of Zelle Hofmann Voelbel & Mason LLP, 44 Montgomery Street, Suite 3400, San Francisco, California 94104, and hereby moves this Court to admit him *pro hac vice* to practice law before this Honorable Court.

I.

Michael S. Christian represents that he is an attorney admitted to practice law in the State of California. He is a member of the highest court of the State of California and was admitted to practice on April 16, 2001. He is also a member in good standing of the Bars of the United States District Courts for the Northern and Central Districts of California. He was admitted to practice before those courts in 2001 and 2003, respectively. He was admitted to the Bar of the trial and appellate courts of the State of Arizona in 1997, and is a member in good standing.

II.

He has been admitted *pro hac vice* in many state and federal courts around the United States. He is not under suspension or disbarment by any state or federal court. He has not appeared in any Texas case within the past two years.

III.

Attorney Christian is in good standing of the Bar of each of the courts indicated above to which he has been admitted to practice.

IV.

Attorney Christian has not been denied admission to the Bar of any state or federal court, disbarred, suspended from practice or subjected to any disciplinary proceedings in any of the courts to which he has been admitted to practice law during the preceding five (5) years.

V.

Attorney Christian is a partner of and will be associated with the undersigned counsel, Steven J. Badger of the law firm of Zelle Hofmann Voelbel & Mason LLP.

VI.

Attorney Christian is familiar with the State Bar Act, the State Bar Rules, and the Texas Disciplinary Rules of Professional Conduct governing the conduct of members of the State Bar of Texas, and will at all times abide by and comply with the same so long as such proceeding is pending in the District Court of Bexar County and agrees at all times to abide by and comply with those Rules.

VII.

Attorney Christian further agrees that he will be bound by the ethical standards of the Code of Professional Responsibility adopted by the Supreme Court of Texas.

VIII.

The undersigned attorney, Steven J. Badger, resides in Texas and is a member in good standing of this Honorable Court.

WHEREFORE, Michael S. Christian, requests that this Motion for Leave to Appear *Pro Hac Vice* of Michael S. Christian be granted.

Dated: July 9, 2013.

Respectfully submitted,

ZELLE HOFMANN VOELBEL & MASON LLP

By: /s/ Steven J. Badger

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Ashley Bennett Jones
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-and-

/s/ Michael S. Christian

Michael S. Christian (*pro hac vice pending*)
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**ATTORNEYS FOR PLAINTIFF-
INTERVENORS**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing has been served on this 9th day of July, 2013, in accordance with the TEXAS RULES OF CIVIL PROCEDURE as follows:

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/s/ Steven J. Badger

Steven J. Badger

(Consolidated Under)
NO. 2010-CI-10977

JOHN K. MEYER, ET AL.,

Plaintiffs,

v.

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

Defendants.

§ IN THE DISTRICT COURT
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§ BEXAR COUNTY, TEXAS
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§ 225TH JUDICIAL DISTRICT

**STEVEN J. BADGER'S MOTION IN SUPPORT OF
MICHAEL S. CHRISTIAN'S APPLICATION TO APPEAR PRO HAC VICE**

TO THE HONORABLE JUDGE OF SAID COURT:

Steven J. Badger, counsel for Plaintiff-Intervenors: Linda Aldrich; Sarah Bell; Kathryn M. Canwell; John Carney; Josephine Carney; Barbara Carson; Alice Cestari; Barbara Warner Collins; Margaret Cost; Harriett O. Curry; Alessandra Cutolo; Francesca Cutolo; AnnaJo Doerr; Edward Doerr; Henry Doerr IV; Katherine D. Doerr; Mary C. Doerr; Cathy A. Duus; John D. & Kathleen French; Andrew Hilgartner; Elizabeth Jubert; Catherine Hilgartner Masucci; David W. McLean; Lisa F. McLean; Nancy McLean; Robert C. and Kathryn F. Mesaros; Jeannette M. Muirhead; Caroline P. Myhre; Marcia Lee Nelson; Anne Pennock; Charles F. Pierson, Jr.; David Pierson; James Pierson; Addison Piper; Andrew P. Piper; Ann Piper; Edmund L. Piper; George F. Piper; Harry C. Piper; James T. Piper; John Carter Piper; John Q. Piper; Matthew B. Piper; Vincent G. Pardo Piper; William G. Piper; William Piper; Elizabeth Piper-Forman; Mary M. Schwartz; Elizabeth Warner Verkade; Julia Mary Walker; Barbara Warner; Bonnie Warner; Ellsworth A. Warner, Jr.; H. T. & S. S. Warner; M. A. Warner, Jr.; Ted E. Warner; Thomas

Livingston Warner; Dixie Webb; U.S. Bank Trust National Association SD, as trustee of the Harry C. Piper Trust U/A FBO Margaret P. Cost dated 1/27/37; U.S. Bank Trust National Association SD, Margaret Cost and Charles Pierson Jr., as trustees of the Louise G. Piper Trust U/W FBO Margaret P. Cost dated 8/19/72; U.S. Bank Trust National Association SD, Margaret Cost and Charles Pierson Jr., as trustees of the Harry C. Piper Trust U/W FBO Margaret P. Cost dated 11/5/63; U.S. Bank National Association, as trustee of the William W. Gage Revocable Trust U/A dated 1/28/86; U.S. Bank National Association, as trustee of the Louis H. Piper Trust U/W dated 12/31/24; U.S. Bank National Association, as trustee of the Walter D. Douglas II Residuary Trust U/A FBO Susan D. Shraibati dated 6/13/50; U.S. Bank National Association, as trustee of the Walter D. Douglas II Residuary Trust U/A FBO David C. Douglas dated 6/13/50; U.S. Bank National Association and Georgia Ray Lindeke, as trustees of the Georgia Ray Decoster Trust U/W dated 9/22/61; U.S. Bank National Association, as trustee of the H. C. Piper Trust U/A FBO Charles Pierson dated 1/27/37; U.S. Bank National Association, as trustee of the Maud Douglas Trust U/A dated 12/12/27; and Wells Fargo Bank, N.A., (collectively "Plaintiff-Intervenors") moves the Court for an order allowing Michael S. Christian to participate *pro hac vice* as co-counsel in this action and would respectfully show the Court as follows:

1. I am associated as co-counsel with Michael S. Christian and will personally participate in the hearings and trial of this matter.
2. I am a practicing attorney and a member in good standing of the State Bar of Texas. My state bar card number, office address, telephone number, and facsimile number are included below my signature.
3. Michael S. Christian is a reputable attorney, and I recommend that he be permitted to practice before this Court in this case.

WHEREFORE, PREMISES CONSIDERED, I pray that this Court grant Michael S. Christian's motion for admission *pro hac vice* and allow him to appear as counsel for Plaintiff-Intervenors.

Respectfully submitted,

ZELLE HOFMANN VOELBEL & MASON LLP

By: /s/ Steven J. Badger

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Ashley Bennett Jones
State Bar No. 24056877

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**ATTORNEYS FOR PLAINTIFF-
INTERVENORS**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing has been served on this 9th day of July, 2013, in accordance with the TEXAS RULES OF CIVIL PROCEDURE as follows:

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Attorneys for Plaintiffs John K. Meyer, John K. Meyer, Jr., and Theodore F. Meyer

/s/ Steven J. Badger
Steven J. Badger

4. A. Michael Washburn is a resident of New York and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.

5. Daniel Washburn is a resident of Maryland and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.

6. Julia Washburn is a resident of Maryland and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.

7. Robert F. McLean is a resident of New Mexico and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.

8. Sarah A. McLean is a resident of Massachusetts and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.

9. Anthony A. McLean is a resident of New York and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.

10. John H. McLean is a resident of Minnesota and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.

11. Ian McLean is a resident of Nebraska and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.

12. Hugh H. McLean is a resident of Illinois and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.

13. Christopher McLean is a resident of California and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.

14. As beneficiaries of the STS Trust and holders of corresponding Certificate of Beneficial Interest, the Washburn Intervenors have a right, pursuant to Rule 60 of the Texas Rules of Civil Procedure, to intervene in this action. Considering the claims filed by the original

plaintiffs and other intervenors in this matter and the defenses raised by JP Morgan Chase Bank, N.A., and Gary P. Aymes (collectively, “Defendants”), this suit stands to affect the Washburn Intervenors’ rights and interests; consequently, their presence in this action is essential to the protection of such rights and interests.

II.
THE WASHBURN INTERVENORS’ INTEREST IN LAWSUIT

15. As holders of Certificates of Beneficial Interest in the STS Trust, the Washburn Intervenors have a justiciable interest in the above-styled and numbered cause of action, as their rights and interests undoubtedly stand to be affected by any legal determination of the issues at bar, which includes the removal of the STS Trust’s current trustee, any designation of a new trustee, any reports ordered concerning the corpus of the STS trust, and any corresponding accounting measures taken. *See In re Union Carbide Corp.*, 273 S.W.3d 152, 154–55 (Tex. 2008).

III.
CLAIMS AND RELIEF SOUGHT

16. Pursuant to the Supreme Court of Texas, the Washburn Intervenors are permitted to intervene simply to assert any kind of legal or equitable interest. *Guaranty Fed. Sav. Bank v. Horseshoe Oper. Co.*, 793 S.W.2d 652, 657 (Tex. 1990). Therefore, even though the Washburn Intervenors may ultimately amend this petition in order to assert formal claims against any party hereto, for now, they are merely seeking to become privy to all litigation measures that any party may take. Specifically, for the motions slated for imminent determination, they have chosen to intervene in order to have their interests formally represented; however, at this time, the Washburn Intervenors do not wish to support or oppose any claim or defense that has already been asserted herein. Instead, especially considering what is presently before the Court, they


presently seek to ensure that should the current Trustee for the STS Trust be removed, such removal is performed prudently and responsibly, that they be able to participate in any process for the selection of a successor trustee and in any amendments or supplements to the governing trust documents, and that they have notice of any evidence that they have been damaged by any alleged past wrongdoing concerning the STS Trust or the management of its affairs.

IV.
PRAYER FOR RELIEF

17. WHEREFORE, PREMISES CONSIDERED, the Washburn Intervenors request that the parties take notice of the filing of this Petition in Intervention and pray that the Court will award them all such other relief to which they are entitled, both at law and in equity.

Respectfully Submitted,

BOYER SHORT,
A PROFESSIONAL CORPORATION

By: 
Fred W. Stumpf
State Bar No. 19447200
Kelly M. Walne
State Bar No. 24075239
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(713) 871-2025 (Telephone)
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**ATTORNEYS FOR THE WASHBURN
INTERVENORS**

CERTIFICATE OF SERVICE

I hereby certify that, on July 9, 2013, a complete copy of the foregoing instrument was served on the following parties or their respective attorneys of record, in accordance with the Texas Rules of Civil Procedure:

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Mr. Jim L. Flegle
Mr. David Donley
Mr. Jeven R. Sloan
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Via Facsimile: (214) 760-8994

Mr. John Massopust
Mr. Matt Gollinger
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Mr. Patrick K. Sheehan
Mr. David Jed Williams
Mr. Rudy Garza
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Kelly M. Walne

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

**OPPOSITION TO DEFENDANT'S MOTION REQUESTING COURT
APPROVAL TO RETAIN ADVISERS, SEEK ALTERNATIVES
AND EXPEND TRUST ASSETS**

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**ZELLE HOFMANN VOELBEL &
MASON LLP**

JOHN B. MASSOPUST (*pro hac vice*)
MATTHEW J. GOLLINGER (*pro hac vice*)
STEVEN J. BADGER
Texas State Bar No. 01499050
ASHLEY BENNETT JONES
Texas State Bar No. 24056877
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I. INTRODUCTION.

This case involves a trust that holds the mineral rights to 132,000 contiguous acres of land located in McMullen and LaSalle Counties, Texas (the “South Texas Syndicate Trust” or “STS Trust”). The STS Trust is one of the most valuable mineral assets in the Eagle Ford shale formation, and perhaps the entire state of Texas, because there is a single point of control to an undivided interest in 132,000 contiguous acres.

The mineral rights at issue in this case were acquired with the STS Trust land more than a century ago, in 1906, and are considered by many as a family legacy asset. The Plaintiffs are beneficiaries of the STS Trust. They allege that the current Trustee, defendant J.P. Morgan, repeatedly and continuously violated its duties and caused them substantial and ongoing harm. J.P. Morgan has been exercising the single point of control over these enormous and valuable mineral rights since 2001.

Notably, J.P. Morgan was not selected as Trustee when the STS Trust was created, but instead claims this right only by virtue of its 2001 acquisition of the rights held by a former trustee, Alamo National Bank. To date, J.P. Morgan has refused to resign as Trustee, despite the repeated requests of the beneficiaries and a pending partial summary judgment motion on that issue.¹

After mismanaging the STS Trust and repeatedly violating its duties to Plaintiffs, J.P. Morgan now seeks Court approval of a strategy that once again seeks to serve the interests of J.P. Morgan at the expense of the beneficiaries. Specifically, J.P. Morgan asks this Court to sanction a process for selling or otherwise disposing of the mineral rights in STS Trust, notwithstanding

¹ If the Court removes J.P. Morgan as Trustee as requested, this motion will become moot.

the vigorous objections of the beneficiaries. Although J.P. Morgan cites no authority for this request, it presumably relies upon a section of the Texas Trust Code that allows a court to direct or permit a trustee to take actions that are not authorized or are forbidden by the terms of the trust. *See* Tex. Prop. Code § 112.054 (“Judicial Modification or Termination of a Trust”).

J.P. Morgan’s brazen request violates its duty of loyalty, which requires management of the trust assets “solely in the interests of the beneficiaries.” Tex. Prop. Code § 117.007. To the contrary, J.P. Morgan is engaging in a transparent effort to: (1) improve its litigation position; and (2) collect hundreds of millions of dollars in fees from the proposed sale. First, by disposing of the STS asset, J.P. Morgan can preempt the jury’s decision as to whether it should be replaced as trustee for breach of fiduciary duty. Once the asset is sold, there will be no need to remove J.P. Morgan as Trustee, because there will be no more STS Trust. Second, J.P. Morgan will seek fees for its role in selling the trust. Historically, J.P. Morgan has charged fees in excess of 10% for services that it deems “extraordinary” in nature. Thus, if J.P. Morgan obtains Court approval of a process to dispose of the STS Trust, it will have transformed a litigation liability into a massive commission for itself. This Court should not sanction J.P. Morgan’s transparent attempt to continue benefitting itself at the expense of the beneficiaries.

II. ARGUMENT.

A. J.P. Morgan Has A Demonstrable History Of Failing To Act In The Best Interests Of The STS Trust Beneficiaries.

In order to fully appreciate why the beneficiaries object to J.P. Morgan’s current request, it is necessary to examine J.P. Morgan’s lengthy record of incompetence and misconduct as Trustee. In the spring and summer of 2008, J.P. Morgan was openly approached by Petrohawk Energy Corporation, a well-known operator in shale oil plays (“Petrohawk”). Without

undertaking a prudent or competent investigation of the potential value of the mineral rights held in the STS Trust, J.P. Morgan leased an astounding 41,749.84 acres to Petrohawk in exchange for extremely low bonus payments ranging between \$150-\$200 per acre and below-market lease terms. *See* Exs. 1-5.² Following these cut-rate leases, Petrohawk confirmed its knowledge that the Eagle Ford formation underlying the STS land was incredibly rich in oil, gas and condensate. Remarkably, *even after* the “discovery” of the Eagle Ford’s immense wealth of oil, gas and condensate was publicly announced by Petrohawk in October of 2008, J.P. Morgan subsequently leased *another* 37,775.01 acres to Petrohawk for bonus payments of only \$200 per acre and below-market lease terms. *See* Exs. 6-12. As an illustration of the devastating consequences of these leases, a comparable nearby ranch later obtained bonus payments of \$10,000 per acre.

After bungling the Petrohawk leases, J.P. Morgan repeatedly mismanaged other existing STS Trust leases. Specifically, J.P. Morgan granted lessors several amendments and extensions without obtaining revocation of the leases or any consideration for the beneficiaries. *See, e.g.*, Exs. 13-16. In fact, in one instance, J.P. Morgan settled a dispute involving 15,786.69 acres of land that should have been released back to the STS Trust. *See JP Morgan Chase Bank, N.A., in its capacity as Trustee of the South Texas Syndicate Trust v. Pioneer Natural Resources UnSA, Inc. and EOG Resources, Inc.* in the 218th Judicial District Court, LaSalle County, Texas (Cause No. 09-04-00036-CVL). Not only did J.P. Morgan settle this matter without reclaiming the disputed acreage or obtaining any meaningful compensation, but it did so without disclosing that it had a close business and legal relationship with the adverse party, Pioneer Natural Resources

² For ease of reference, all Exhibits cited to herein (“Ex. ___”) refer to the Exhibits attached to the Affidavit of John B. Massopust (“Massopust Affidavit”), filed with this Opposition and fully incorporated herein by reference.

USA, Inc.³ This STS acreage should have been reclaimed and leased at full market value for the beneficiaries—not handed to one of J.P. Morgan’s business partners.

J.P. Morgan additionally charged the beneficiaries excessive and improper fees during the time it was mismanaging the STS Trust. The Order creating the STS Trust provides for a fee of 2.5% for “ordinary” services, and a provision for a “reasonable” fee for “extraordinary” services. *See* Ex. 17 at p. 3; *see also* Tex. Prop. Code §114.061(a) (allowing “reasonable compensation”). In 2009, after leasing out virtually all of the available STS acreage for extremely low bonus payments, J.P. Morgan inexplicably charged the beneficiaries a shocking 15.28% in fees. *See* Ex. 18.

J.P. Morgan also breached its duty to disclose basic information to the beneficiaries and even improperly withheld documents from the beneficiaries during the course of discovery in this litigation. For example, J.P. Morgan previously represented to this Court that there were no STS documents in Texas. The beneficiaries, however, subsequently learned that “there are 50 boxes of STS Trust records” at J.P. Morgan’s San Antonio office. *See* Ex. 19. Similarly, after this Court ordered J.P. Morgan to produce electronically stored information, the beneficiaries further learned that J.P. Morgan had a “data room” in Dallas, where interested third parties could review STS materials. *See* Ex. 20.

³ Incredibly, when J.P. Morgan sued Pioneer on behalf of the STS Trust, it failed to advise the STS Trust beneficiaries that it had just settled a case against a different group of trust beneficiaries who alleged that J.P. Morgan refused to pursue claims against Pioneer based on J.P. Morgan’s business relationship and conflict of interest with Pioneer. *See MOSH Holding, L.P. v. Pioneer Natural Resources Co.; Pioneer Natural Resources USA, Inc.; Woodside Energy (USA) Inc.; and JP Morgan Chase Bank, N.A.; as Trustee of the Mesa Offshore Trust* in the 334th Judicial District Court, Harris County, Texas (Cause No. 2006-01984).

B. J.P. Morgan Again Seeks To Serve Its Own Interests By Selling Or Otherwise Disposing Of The STS Trust Assets.

J.P. Morgan's request to sell or otherwise dispose of the STS Trust assets is yet another effort to further J.P. Morgan's interests at the expense of the beneficiaries. Should the Court have any doubt as to J.P. Morgan's motives, it need only look at the timing of J.P. Morgan's request. Prior to the litigation, in the fall of 2010, J.P. Morgan expressly informed the beneficiaries on two occasions that the Trust *should be maintained in its current form*. See Exs. 21-22.

After this litigation commenced, however, J.P. Morgan abruptly reversed its position and began exploring "exit strategies" involving the sale of the trust assets. See Ex. 23. In fact, one J.P. Morgan executive remarked that seeking an "exit path" would serve as a "shot across the bow" to the beneficiaries. See Ex. 24. In other words, J.P. Morgan's efforts to sell or otherwise dispose of the trust are not something designed to serve the interests of the beneficiaries, but are instead intended to serve J.P. Morgan's litigation interests.

Notably, J.P. Morgan never explains why it now believes that selling this century-old asset is in the best interests of the beneficiaries. Rather, J.P. Morgan alludes to nebulous "developments" and "growth" as the basis for this decision. See Mot. at 4, 5. Essentially, J.P. Morgan makes a vague and circular argument that the century-old trust asset should be sold simply because it is valuable.

J.P. Morgan has not advanced any substantive reasons for trying to sell the asset because it does not have any good reasons. Quite simply, it wants to sell the asset to benefit itself by collecting a massive fee on the sale, while at the same time mooted the issue of its removal as Trustee. The Court need not infer J.P. Morgan's improper motives from the circumstances—J.P.

Morgan's motion specifically states that it wants to implement a sales process because "J.P. Morgan has received notice stating that a majority of the beneficial interests of the Trust have requested that J.P. Morgan resign..." Mot. at 5. J.P. Morgan admits that it wants to sell the asset now because it may soon be fired and prevented from doing so. Yet again, J.P. Morgan is trying to advance its own interests at the expense of the beneficiaries.

It appears that J.P. Morgan has been *secretly* working on this potential "exit strategy" for more than two years. See Ex. 23. Obviously, J.P. Morgan had a duty to disclose its "exit path" to the beneficiaries as opposed to keeping this a secret for nearly two years. See e.g., *InterFirst Bank Dallas, N.A. v. Risser*, 739 S.W.2d 882, 906 n.28 (Tex.App.—Texarkana 1987, no writ) (citing *Allard v. Pacific National Bank*, 99 Wash.2d 394, 663 P.2d 104 (1983)), *disapproved on other grounds*, *Tex. Commerce Bank, N.A. v. Grizzle*, 96 S.W.3d 240, 249 (Tex. 2002). If J.P. Morgan had legitimate reasons for trying to sell the STS Trust assets, it *would have disclosed those reasons* to the beneficiaries long ago. It did not provide any such reasons, and more importantly, still has not.

J.P. Morgan's secret plan was only brought to the attention of the beneficiaries and this Court after the beneficiaries twice requested in February of 2013 that J.P. Morgan resign as Trustee.⁴ If J.P. Morgan were removed as Trustee, then it would no longer have the power to sell or otherwise dispose of the STS Trust. This would also prevent J.P. Morgan from charging the Trust a substantial fee on the sale. J.P. Morgan evidently felt it necessary to bring its long-secret

⁴ In fact, as recently as January 18, 2013, J.P. Morgan's counsel misleadingly asserted that "no offer or proposal for a transaction for the sale of the assets of the Trust is currently being evaluated by the Trustee..." See Ex. 25. This violated J.P. Morgan's duty to inform the beneficiaries about important information concerning the trust.

sale plan to the attention of the Court in a race to get approval for a sale before it could be removed as Trustee.

In 2008, when J.P. Morgan leased over 79,500 acres of STS Trust mineral rights to Petrohawk, it never bothered to consult any advisers to determine the valuation. Now, however, J.P. Morgan seeks to employ advisers in the context of helping J.P. Morgan in this litigation and assisting J.P. Morgan with collecting a large commission on the sale of the STS Trust assets—while charging the STS Trust for the expenses of these advisers.

As further evidence that J.P. Morgan is trying to benefit itself, the Court should consider the relationship between J.P. Morgan and the “adviser” it selected to assist with the sale of the STS Trust—Lazard Ltd. As set forth in Lazard’s presentation in support of the sale, Lazard was retained by defense counsel for purposes related to this litigation—not to serve the interests of the beneficiaries:

Lazard has been retained solely by Counsel in its capacity as legal advisor to the Trustee. Lazard has no duties or obligations to any person other than Counsel, including the Trustee, the members, securityholders and the beneficiaries of the Trustee or the Trust or any other recipient of these materials.

*See Ex. 26. In other words, Lazard is working for J.P. Morgan’s defense counsel, not for the beneficiaries.*⁵

C. This Court Should Allow The Jury To Decide Whether J.P. Morgan Breached Its Duties To The Beneficiaries.

The beneficiaries have provided this Court with a variety of evidence indicating that J.P. Morgan repeatedly breached its fiduciary duties to the beneficiaries. The Court, however, need

⁵ Remarkably, J.P. Morgan actually considered selecting its own investment banking division as the adviser to assist its trust division with the sale of the STS Trust. *See Ex. 27.* Thereafter, however, it noted internally that “the use of J.P. Morgan Investment Bank as a consultant in helping us select a financial adviser was not received well.” *See Ex. 28.*

not make any findings on breach at this stage in the case. Rather, the jury should ultimately decide whether J.P. Morgan breached its fiduciary duties to the beneficiaries and should be removed as Trustee.⁶

J.P. Morgan's request to move forward with selling or liquidating the STS Trust asset effectively removes this issue from the jury. It puts the cart before the horse by requiring this Court to assume that J.P. Morgan did not breach any duties and should be allowed to continue acting as Trustee, and further empowered to take the drastic step of eliminating the Trust. Not only does J.P. Morgan's request require the Court to disregard the breach evidence provided by the beneficiaries, but it also rewards J.P. Morgan for its continued misconduct as Trustee with a potentially lucrative fee. This is both a clever and transparent litigation tactic, which this Court should not endorse. Rather, the Court should preserve the *status quo* and allow the jury to determine whether J.P. Morgan: (1) complied with its duties and may continue as Trustee; or (2) breached its duties and should be removed as Trustee.

D. The Beneficiaries Cannot Be Expected To Match Financial Resources With J.P. Morgan To Fight The Sale Of The Trust.

In an apparent effort to make its motion seem innocuous, J.P. Morgan suggests that it merely wants to “retain advisers” and “conduct a process to explore alternatives” which include the sale of the STS Trust assets. *See* Mot. at 1. Not surprisingly, J.P. Morgan also seeks “the expenditure of Trust assets in order to conduct the above-described process and implement the Plan.” *Id.* at 2.

In other words, J.P. Morgan wants to hire expensive advisers, like Lazard, who will support J.P. Morgan's efforts to sell the STS Trust over the strenuous objections of the

⁶ Assuming that the Court has not granted summary judgment removing J.P. Morgan as Trustee, thereby rendering this motion moot.

beneficiaries, and wants the beneficiaries to pay for these advisers. For all of the reasons discussed above, J.P. Morgan should not be allowed to even begin this “process.” J.P. Morgan has repeatedly violated its duties to the beneficiaries and cannot now be presumed to be acting in their interests with regard to its efforts to sell or otherwise liquidate the STS Trust assets.

If the Court allows J.P. Morgan to move forward, J.P. Morgan will hire a myriad of expensive experts to argue in favor of selling or disposing of the Trust (even though J.P. Morgan disagreed with this approach as recently as 2010). Although J.P. Morgan claims that the beneficiaries will have an opportunity to “object,” it is unfair, impractical and inefficient to expect the beneficiaries to hire expensive experts and consulting firms to oppose whatever plan is advanced by J.P. Morgan (which had first-quarter earnings of \$6.5 billion in 2013). If J.P. Morgan is given the ability to proceed, the beneficiaries will not have any meaningful opportunity to object.

E. J.P. Morgan’s Suggested Process Violates Additional Fiduciary Duties.

Even putting aside the above problems, J.P. Morgan’s “plan” is flawed and unworkable from the outset. The “plan” is publicly opposed by the beneficiaries, who will have a right of appeal if the Court rules against them. Because a prospective buyer would not know whether J.P. Morgan can actually sell the STS Trust assets until after the beneficiaries exhaust their appeals, J.P. Morgan would find itself trying to sell an asset with an obviously clouded title. Sellers must provide substantial discounts when they cannot deliver clear title. J.P. Morgan cannot get a fair sale price without clear title, which it does not have. J.P. Morgan could obtain clear title if it ultimately prevails in this litigation, but not before that time.

Thus, if J.P. Morgan truly believes that a sales “process” is in the best interests of the beneficiaries, it should immediately resign as Trustee and provide all materials in support of this

process to a new trustee. Obviously, J.P. Morgan is not the only entity capable of evaluating and implementing the sale oil and gas assets. A new trustee could evaluate J.P. Morgan's materials impartially, and would not have a clouded title or ongoing disputes with the beneficiaries to negatively impact the sales price. This would indisputably be in the best interests of the beneficiaries. Accordingly, if the Court accepts J.P. Morgan's argument that a sale should be explored, J.P. Morgan should immediately resign and allow a qualified trustee acceptable to the beneficiaries to explore such a sale.

The only logical reason why J.P. Morgan would not accept this solution and resign is because it would not collect a massive fee on the sale. By refusing to resign and pressing for the right to sell the STS Trust assets for its own pecuniary gain, J.P. Morgan is violating its duty of loyalty. *See Risser*, 739 S.W.2d at 899 ("The duty of fidelity required of a trustee forbids the trustee from placing itself in a situation where there is or could be a conflict between its self-interest and its duty to the beneficiaries."); *see also Slay v. Burnett Trust*, 187 S.W.2d 377, 387 (Tex. 1945). The fiduciary duties of a trustee are ongoing despite the existence of litigation. *See, e.g., Montgomery v. Kennedy*, 669 S.W.2d 309, 313 (Tex. 1984); *Johnson v. Peckham*, 120 S.W.2d 786, 788 (Tex. 1938).

Where a fiduciary stands to benefit from conduct challenged by a beneficiary, the challenged conduct is presumed by equity to be unfair and a constructive fraud, unless proven otherwise by the fiduciary. *See Stephens County Museum, Inc. v. Swenson*, 517 S.W.2d 257, 260 (Tex. 1974). J.P. Morgan is violating its duty of loyalty by seeking to enrich itself with massive fees on the sale of the STS Trust assets. J.P. Morgan should be presumed to be violating its duty of loyalty by seeking to enrich itself with a business transaction that results in extraordinary pecuniary gain to the Trustee. *See, e.g., Ames v. Ames*, 757 S.W.2d 468, 476 (Tex.App.—

Beaumont 1988) (a “trustee must not make any incidental profits for himself, nor is he to acquire or obtain any pecuniary gain from his high, fiduciary position.”), *aff’d and modified*, 776 S.W.2d 154 (Tex. 1989), *cert. denied*, 494 U.S. 1080 (1990).

F. This Court Should Not Endorse J.P. Morgan’s Competence As Trustee Or Insulate J.P. Morgan From Ongoing And Further Breaches Of Duty.

J.P. Morgan has demonstrated an astounding lack of foresight with respect to its prior financial evaluations of this asset. The beneficiaries here allege that J.P. Morgan seriously miscalculated the value of the minerals contained in the Eagle Ford shale formation underlying the STS Trust acreage. If this Court were to allow J.P. Morgan to proceed, it would effectively be holding that J.P. Morgan can now be trusted to correctly evaluate the STS Trust asset. J.P. Morgan’s competence is a vigorously disputed fact, and should be left for the jury.

J.P. Morgan cannot predict the future value of this asset. Although the Ryder-Scott report has been advanced to show an estimated valuation, it is flawed on many levels. The report does not acknowledge the existence of the Pearsall shale formation, which underlies the Eagle Ford shale formation. Essentially, J.P. Morgan is asking this Court for permission to potentially repeat its earlier breaches of duties, where it leased huge portions of the STS acreage without evaluating the Eagle Ford shale formation. Now, J.P. Morgan seeks to expand upon its earlier mistakes by selling (not leasing) the entire acreage (not just portions of it) without an evaluation of a different underlying shale formation (the Pearsall). This is particularly problematic given that J.P. Morgan is aware that “[t]he Pearsall Shale may eventually become a target on [the] STS [acreage].” *See Ex. 29.*⁷

⁷ It appears that J.P. Morgan specifically decided to exclude the mention of anything about the Pearsall shale in a March 2012 report to the beneficiaries. *See Ex. 30.* Again, this was a violation of J.P. Morgan’s duty to provide the beneficiaries with important information about the Trust.

Any effort to proceed with J.P. Morgan's plan will likely spawn substantial additional litigation. The beneficiaries will contest: (1) J.P. Morgan's right to sell the asset; (2) J.P. Morgan's valuation; and (3) J.P. Morgan's motivations. Rather than creating a myriad of new issues to litigate, this Court should deny J.P. Morgan's request and allow this case to proceed to a jury trial on the merits. *See Barrientos v. Nava*, 94 S.W.3d 270, 277 (Tex.App.—Houston 2002) (“Texas law greatly discourages the multiplicity of suits, preferring that all disputes between the parties over the same subject matter be settled in one suit.”).

Alternatively, if J.P. Morgan is moving to have the Court judicially modify or terminate the STS Trust under Texas Pr. Code §112.054, then it appears that J.P. Morgan is furtively trying to insulate its actions in connection with the proposed sale from any subsequent legal challenges. The Court should not assist J.P. Morgan with insulating its conduct, particularly given the allegations that J.P. Morgan's plan involves breaches of fiduciary duty. The Court should deny J.P. Morgan's request to judicially terminate the Trust.

III. CONCLUSION.

The Plaintiff beneficiaries strongly object to J.P. Morgan's request to move forward with disposing of their trust asset. This century-old asset should not now be dissolved to serve J.P. Morgan's interests over the objection of the beneficiaries. To the contrary, the primary consideration of the beneficiaries is *that the status quo be preserved and that they not be harmed further* by J.P. Morgan or any of its contemplated “advisers” unless and until J.P. Morgan is removed as Trustee. This is not an unreasonable request, particularly given that virtually every single trust decision J.P. Morgan has made to date served the interests of J.P. Morgan at the expense of the beneficiaries. The Court need not decide the correctness of the parties' differing

factual contentions at this point. Rather, the Court can and should allow a jury to resolve the material issues of fact regarding J.P. Morgan's competence and its breaches of duties.

DATE: July 8, 2013.

Respectfully submitted,

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entities which hold Certificates of Beneficial
Interest in the STS Trust

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served on the below listed counsel of record via the method indicated, this 8th day of July, 2013:

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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

**OPPOSITION TO DEFENDANT'S MOTION REQUESTING COURT
APPROVAL TO RETAIN ADVISERS, SEEK ALTERNATIVES
AND EXPEND TRUST ASSETS**

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I. INTRODUCTION.

This case involves a trust that holds the mineral rights to 132,000 contiguous acres of land located in McMullen and LaSalle Counties, Texas (the “South Texas Syndicate Trust” or “STS Trust”). The STS Trust is one of the most valuable mineral assets in the Eagle Ford shale formation, and perhaps the entire state of Texas, because there is a single point of control to an undivided interest in 132,000 contiguous acres.

The mineral rights at issue in this case were acquired with the STS Trust land more than a century ago, in 1906, and are considered by many as a family legacy asset. The Plaintiffs are beneficiaries of the STS Trust. They allege that the current Trustee, defendant J.P. Morgan, repeatedly and continuously violated its duties and caused them substantial and ongoing harm. J.P. Morgan has been exercising the single point of control over these enormous and valuable mineral rights since 2001.

Notably, J.P. Morgan was not selected as Trustee when the STS Trust was created, but instead claims this right only by virtue of its 2001 acquisition of the rights held by a former trustee, Alamo National Bank. To date, J.P. Morgan has refused to resign as Trustee, despite the repeated requests of the beneficiaries and a pending partial summary judgment motion on that issue.¹

After mismanaging the STS Trust and repeatedly violating its duties to Plaintiffs, J.P. Morgan now seeks Court approval of a strategy that once again seeks to serve the interests of J.P. Morgan at the expense of the beneficiaries. Specifically, J.P. Morgan asks this Court to sanction a process for selling or otherwise disposing of the mineral rights in STS Trust, notwithstanding

¹ If the Court removes J.P. Morgan as Trustee as requested, this motion will become moot.

the vigorous objections of the beneficiaries. Although J.P. Morgan cites no authority for this request, it presumably relies upon a section of the Texas Trust Code that allows a court to direct or permit a trustee to take actions that are not authorized or are forbidden by the terms of the trust. *See* Tex. Prop. Code § 112.054 (“Judicial Modification or Termination of a Trust”).

J.P. Morgan’s brazen request violates its duty of loyalty, which requires management of the trust assets “solely in the interests of the beneficiaries.” Tex. Prop. Code § 117.007. To the contrary, J.P. Morgan is engaging in a transparent effort to: (1) improve its litigation position; and (2) collect hundreds of millions of dollars in fees from the proposed sale. First, by disposing of the STS asset, J.P. Morgan can preempt the jury’s decision as to whether it should be replaced as trustee for breach of fiduciary duty. Once the asset is sold, there will be no need to remove J.P. Morgan as Trustee, because there will be no more STS Trust. Second, J.P. Morgan will seek fees for its role in selling the trust. Historically, J.P. Morgan has charged fees in excess of 10% for services that it deems “extraordinary” in nature. Thus, if J.P. Morgan obtains Court approval of a process to dispose of the STS Trust, it will have transformed a litigation liability into a massive commission for itself. This Court should not sanction J.P. Morgan’s transparent attempt to continue benefitting itself at the expense of the beneficiaries.

II. ARGUMENT.

A. J.P. Morgan Has A Demonstrable History Of Failing To Act In The Best Interests Of The STS Trust Beneficiaries.

In order to fully appreciate why the beneficiaries object to J.P. Morgan’s current request, it is necessary to examine J.P. Morgan’s lengthy record of incompetence and misconduct as Trustee. In the spring and summer of 2008, J.P. Morgan was openly approached by Petrohawk Energy Corporation, a well-known operator in shale oil plays (“Petrohawk”). Without

undertaking a prudent or competent investigation of the potential value of the mineral rights held in the STS Trust, J.P. Morgan leased an astounding 41,749.84 acres to Petrohawk in exchange for extremely low bonus payments ranging between \$150-\$200 per acre and below-market lease terms. *See* Exs. 1-5.² Following these cut-rate leases, Petrohawk confirmed its knowledge that the Eagle Ford formation underlying the STS land was incredibly rich in oil, gas and condensate. Remarkably, *even after* the “discovery” of the Eagle Ford’s immense wealth of oil, gas and condensate was publicly announced by Petrohawk in October of 2008, J.P. Morgan subsequently leased *another* 37,775.01 acres to Petrohawk for bonus payments of only \$200 per acre and below-market lease terms. *See* Exs. 6-12. As an illustration of the devastating consequences of these leases, a comparable nearby ranch later obtained bonus payments of \$10,000 per acre.

After bungling the Petrohawk leases, J.P. Morgan repeatedly mismanaged other existing STS Trust leases. Specifically, J.P. Morgan granted lessors several amendments and extensions without obtaining revocation of the leases or any consideration for the beneficiaries. *See, e.g.*, Exs. 13-16. In fact, in one instance, J.P. Morgan settled a dispute involving 15,786.69 acres of land that should have been released back to the STS Trust. *See JP Morgan Chase Bank, N.A., in its capacity as Trustee of the South Texas Syndicate Trust v. Pioneer Natural Resources UnSA, Inc. and EOG Resources, Inc.* in the 218th Judicial District Court, LaSalle County, Texas (Cause No. 09-04-00036-CVL). Not only did J.P. Morgan settle this matter without reclaiming the disputed acreage or obtaining any meaningful compensation, but it did so without disclosing that it had a close business and legal relationship with the adverse party, Pioneer Natural Resources

² For ease of reference, all Exhibits cited to herein (“Ex. ___”) refer to the Exhibits attached to the Affidavit of John B. Massopust (“Massopust Affidavit”), filed with this Opposition and fully incorporated herein by reference.

USA, Inc.³ This STS acreage should have been reclaimed and leased at full market value for the beneficiaries—not handed to one of J.P. Morgan’s business partners.

J.P. Morgan additionally charged the beneficiaries excessive and improper fees during the time it was mismanaging the STS Trust. The Order creating the STS Trust provides for a fee of 2.5% for “ordinary” services, and a provision for a “reasonable” fee for “extraordinary” services. *See* Ex. 17 at p. 3; *see also* Tex. Prop. Code §114.061(a) (allowing “reasonable compensation”). In 2009, after leasing out virtually all of the available STS acreage for extremely low bonus payments, J.P. Morgan inexplicably charged the beneficiaries a shocking 15.28% in fees. *See* Ex. 18.

J.P. Morgan also breached its duty to disclose basic information to the beneficiaries and even improperly withheld documents from the beneficiaries during the course of discovery in this litigation. For example, J.P. Morgan previously represented to this Court that there were no STS documents in Texas. The beneficiaries, however, subsequently learned that “there are 50 boxes of STS Trust records” at J.P. Morgan’s San Antonio office. *See* Ex. 19. Similarly, after this Court ordered J.P. Morgan to produce electronically stored information, the beneficiaries further learned that J.P. Morgan had a “data room” in Dallas, where interested third parties could review STS materials. *See* Ex. 20.

³ Incredibly, when J.P. Morgan sued Pioneer on behalf of the STS Trust, it failed to advise the STS Trust beneficiaries that it had just settled a case against a different group of trust beneficiaries who alleged that J.P. Morgan refused to pursue claims against Pioneer based on J.P. Morgan’s business relationship and conflict of interest with Pioneer. *See MOSH Holding, L.P. v. Pioneer Natural Resources Co.; Pioneer Natural Resources USA, Inc.; Woodside Energy (USA) Inc.; and JP Morgan Chase Bank, N.A.; as Trustee of the Mesa Offshore Trust* in the 334th Judicial District Court, Harris County, Texas (Cause No. 2006-01984).

B. J.P. Morgan Again Seeks To Serve Its Own Interests By Selling Or Otherwise Disposing Of The STS Trust Assets.

J.P. Morgan's request to sell or otherwise dispose of the STS Trust assets is yet another effort to further J.P. Morgan's interests at the expense of the beneficiaries. Should the Court have any doubt as to J.P. Morgan's motives, it need only look at the timing of J.P. Morgan's request. Prior to the litigation, in the fall of 2010, J.P. Morgan expressly informed the beneficiaries on two occasions that the Trust *should be maintained in its current form*. See Exs. 21-22.

After this litigation commenced, however, J.P. Morgan abruptly reversed its position and began exploring "exit strategies" involving the sale of the trust assets. See Ex. 23. In fact, one J.P. Morgan executive remarked that seeking an "exit path" would serve as a "shot across the bow" to the beneficiaries. See Ex. 24. In other words, J.P. Morgan's efforts to sell or otherwise dispose of the trust are not something designed to serve the interests of the beneficiaries, but are instead intended to serve J.P. Morgan's litigation interests.

Notably, J.P. Morgan never explains why it now believes that selling this century-old asset is in the best interests of the beneficiaries. Rather, J.P. Morgan alludes to nebulous "developments" and "growth" as the basis for this decision. See Mot. at 4, 5. Essentially, J.P. Morgan makes a vague and circular argument that the century-old trust asset should be sold simply because it is valuable.

J.P. Morgan has not advanced any substantive reasons for trying to sell the asset because it does not have any good reasons. Quite simply, it wants to sell the asset to benefit itself by collecting a massive fee on the sale, while at the same time mooted the issue of its removal as Trustee. The Court need not infer J.P. Morgan's improper motives from the circumstances—J.P.

Morgan's motion specifically states that it wants to implement a sales process because "J.P. Morgan has received notice stating that a majority of the beneficial interests of the Trust have requested that J.P. Morgan resign..." Mot. at 5. J.P. Morgan admits that it wants to sell the asset now because it may soon be fired and prevented from doing so. Yet again, J.P. Morgan is trying to advance its own interests at the expense of the beneficiaries.

It appears that J.P. Morgan has been *secretly* working on this potential "exit strategy" for more than two years. See Ex. 23. Obviously, J.P. Morgan had a duty to disclose its "exit path" to the beneficiaries as opposed to keeping this a secret for nearly two years. See e.g., *InterFirst Bank Dallas, N.A. v. Risser*, 739 S.W.2d 882, 906 n.28 (Tex.App.—Texarkana 1987, no writ) (citing *Allard v. Pacific National Bank*, 99 Wash.2d 394, 663 P.2d 104 (1983)), *disapproved on other grounds*, *Tex. Commerce Bank, N.A. v. Grizzle*, 96 S.W.3d 240, 249 (Tex. 2002). If J.P. Morgan had legitimate reasons for trying to sell the STS Trust assets, it *would have disclosed those reasons* to the beneficiaries long ago. It did not provide any such reasons, and more importantly, still has not.

J.P. Morgan's secret plan was only brought to the attention of the beneficiaries and this Court after the beneficiaries twice requested in February of 2013 that J.P. Morgan resign as Trustee.⁴ If J.P. Morgan were removed as Trustee, then it would no longer have the power to sell or otherwise dispose of the STS Trust. This would also prevent J.P. Morgan from charging the Trust a substantial fee on the sale. J.P. Morgan evidently felt it necessary to bring its long-secret

⁴ In fact, as recently as January 18, 2013, J.P. Morgan's counsel misleadingly asserted that "no offer or proposal for a transaction for the sale of the assets of the Trust is currently being evaluated by the Trustee..." See Ex. 25. This violated J.P. Morgan's duty to inform the beneficiaries about important information concerning the trust.

sale plan to the attention of the Court in a race to get approval for a sale before it could be removed as Trustee.

In 2008, when J.P. Morgan leased over 79,500 acres of STS Trust mineral rights to Petrohawk, it never bothered to consult any advisers to determine the valuation. Now, however, J.P. Morgan seeks to employ advisers in the context of helping J.P. Morgan in this litigation and assisting J.P. Morgan with collecting a large commission on the sale of the STS Trust assets—while charging the STS Trust for the expenses of these advisors.

As further evidence that J.P. Morgan is trying to benefit itself, the Court should consider the relationship between J.P. Morgan and the “adviser” it selected to assist with the sale of the STS Trust—Lazard Ltd. As set forth in Lazard’s presentation in support of the sale, Lazard was retained by defense counsel for purposes related to this litigation—not to serve the interests of the beneficiaries:

Lazard has been retained solely by Counsel in its capacity as legal advisor to the Trustee. Lazard has no duties or obligations to any person other than Counsel, including the Trustee, the members, securityholders and the beneficiaries of the Trustee or the Trust or any other recipient of these materials.

See Ex. 26. In other words, Lazard is working for J.P. Morgan’s defense counsel, not for the beneficiaries.⁵

C. This Court Should Allow The Jury To Decide Whether J.P. Morgan Breached Its Duties To The Beneficiaries.

The beneficiaries have provided this Court with a variety of evidence indicating that J.P. Morgan repeatedly breached its fiduciary duties to the beneficiaries. The Court, however, need

⁵ Remarkably, J.P. Morgan actually considered selecting its own investment banking division as the adviser to assist its trust division with the sale of the STS Trust. *See Ex. 27.* Thereafter, however, it noted internally that “the use of J.P. Morgan Investment Bank as a consultant in helping us select a financial adviser was not received well.” *See Ex. 28.*

not make any findings on breach at this stage in the case. Rather, the jury should ultimately decide whether J.P. Morgan breached its fiduciary duties to the beneficiaries and should be removed as Trustee.⁶

J.P. Morgan's request to move forward with selling or liquidating the STS Trust asset effectively removes this issue from the jury. It puts the cart before the horse by requiring this Court to assume that J.P. Morgan did not breach any duties and should be allowed to continue acting as Trustee, and further empowered to take the drastic step of eliminating the Trust. Not only does J.P. Morgan's request require the Court to disregard the breach evidence provided by the beneficiaries, but it also rewards J.P. Morgan for its continued misconduct as Trustee with a potentially lucrative fee. This is both a clever and transparent litigation tactic, which this Court should not endorse. Rather, the Court should preserve the *status quo* and allow the jury to determine whether J.P. Morgan: (1) complied with its duties and may continue as Trustee; or (2) breached its duties and should be removed as Trustee.

D. The Beneficiaries Cannot Be Expected To Match Financial Resources With J.P. Morgan To Fight The Sale Of The Trust.

In an apparent effort to make its motion seem innocuous, J.P. Morgan suggests that it merely wants to “retain advisers” and “conduct a process to explore alternatives” which include the sale of the STS Trust assets. *See* Mot. at 1. Not surprisingly, J.P. Morgan also seeks “the expenditure of Trust assets in order to conduct the above-described process and implement the Plan.” *Id.* at 2.

In other words, J.P. Morgan wants to hire expensive advisers, like Lazard, who will support J.P. Morgan's efforts to sell the STS Trust over the strenuous objections of the

⁶ Assuming that the Court has not granted summary judgment removing J.P. Morgan as Trustee, thereby rendering this motion moot.

beneficiaries, and wants the beneficiaries to pay for these advisers. For all of the reasons discussed above, J.P. Morgan should not be allowed to even begin this “process.” J.P. Morgan has repeatedly violated its duties to the beneficiaries and cannot now be presumed to be acting in their interests with regard to its efforts to sell or otherwise liquidate the STS Trust assets.

If the Court allows J.P. Morgan to move forward, J.P. Morgan will hire a myriad of expensive experts to argue in favor of selling or disposing of the Trust (even though J.P. Morgan disagreed with this approach as recently as 2010). Although J.P. Morgan claims that the beneficiaries will have an opportunity to “object,” it is unfair, impractical and inefficient to expect the beneficiaries to hire expensive experts and consulting firms to oppose whatever plan is advanced by J.P. Morgan (which had first-quarter earnings of \$6.5 billion in 2013). If J.P. Morgan is given the ability to proceed, the beneficiaries will not have any meaningful opportunity to object.

E. J.P. Morgan’s Suggested Process Violates Additional Fiduciary Duties.

Even putting aside the above problems, J.P. Morgan’s “plan” is flawed and unworkable from the outset. The “plan” is publicly opposed by the beneficiaries, who will have a right of appeal if the Court rules against them. Because a prospective buyer would not know whether J.P. Morgan can actually sell the STS Trust assets until after the beneficiaries exhaust their appeals, J.P. Morgan would find itself trying to sell an asset with an obviously clouded title. Sellers must provide substantial discounts when they cannot deliver clear title. J.P. Morgan cannot get a fair sale price without clear title, which it does not have. J.P. Morgan could obtain clear title if it ultimately prevails in this litigation, but not before that time.

Thus, if J.P. Morgan truly believes that a sales “process” is in the best interests of the beneficiaries, it should immediately resign as Trustee and provide all materials in support of this

process to a new trustee. Obviously, J.P. Morgan is not the only entity capable of evaluating and implementing the sale oil and gas assets. A new trustee could evaluate J.P. Morgan's materials impartially, and would not have a clouded title or ongoing disputes with the beneficiaries to negatively impact the sales price. This would indisputably be in the best interests of the beneficiaries. Accordingly, if the Court accepts J.P. Morgan's argument that a sale should be explored, J.P. Morgan should immediately resign and allow a qualified trustee acceptable to the beneficiaries to explore such a sale.

The only logical reason why J.P. Morgan would not accept this solution and resign is because it would not collect a massive fee on the sale. By refusing to resign and pressing for the right to sell the STS Trust assets for its own pecuniary gain, J.P. Morgan is violating its duty of loyalty. *See Risser*, 739 S.W.2d at 899 ("The duty of fidelity required of a trustee forbids the trustee from placing itself in a situation where there is or could be a conflict between its self-interest and its duty to the beneficiaries."); *see also Slay v. Burnett Trust*, 187 S.W.2d 377, 387 (Tex. 1945). The fiduciary duties of a trustee are ongoing despite the existence of litigation. *See, e.g., Montgomery v. Kennedy*, 669 S.W.2d 309, 313 (Tex. 1984); *Johnson v. Peckham*, 120 S.W.2d 786, 788 (Tex. 1938).

Where a fiduciary stands to benefit from conduct challenged by a beneficiary, the challenged conduct is presumed by equity to be unfair and a constructive fraud, unless proven otherwise by the fiduciary. *See Stephens County Museum, Inc. v. Swenson*, 517 S.W.2d 257, 260 (Tex. 1974). J.P. Morgan is violating its duty of loyalty by seeking to enrich itself with massive fees on the sale of the STS Trust assets. J.P. Morgan should be presumed to be violating its duty of loyalty by seeking to enrich itself with a business transaction that results in extraordinary pecuniary gain to the Trustee. *See, e.g., Ames v. Ames*, 757 S.W.2d 468, 476 (Tex.App.—

Beaumont 1988) (a “trustee must not make any incidental profits for himself, nor is he to acquire or obtain any pecuniary gain from his high, fiduciary position.”), *aff’d and modified*, 776 S.W.2d 154 (Tex. 1989), *cert. denied*, 494 U.S. 1080 (1990).

F. This Court Should Not Endorse J.P. Morgan’s Competence As Trustee Or Insulate J.P. Morgan From Ongoing And Further Breaches Of Duty.

J.P. Morgan has demonstrated an astounding lack of foresight with respect to its prior financial evaluations of this asset. The beneficiaries here allege that J.P. Morgan seriously miscalculated the value of the minerals contained in the Eagle Ford shale formation underlying the STS Trust acreage. If this Court were to allow J.P. Morgan to proceed, it would effectively be holding that J.P. Morgan can now be trusted to correctly evaluate the STS Trust asset. J.P. Morgan’s competence is a vigorously disputed fact, and should be left for the jury.

J.P. Morgan cannot predict the future value of this asset. Although the Ryder-Scott report has been advanced to show an estimated valuation, it is flawed on many levels. The report does not acknowledge the existence of the Pearsall shale formation, which underlies the Eagle Ford shale formation. Essentially, J.P. Morgan is asking this Court for permission to potentially repeat its earlier breaches of duties, where it leased huge portions of the STS acreage without evaluating the Eagle Ford shale formation. Now, J.P. Morgan seeks to expand upon its earlier mistakes by selling (not leasing) the entire acreage (not just portions of it) without an evaluation of a different underlying shale formation (the Pearsall). This is particularly problematic given that J.P. Morgan is aware that “[t]he Pearsall Shale may eventually become a target on [the] STS [acreage].” *See Ex. 29.*⁷

⁷ It appears that J.P. Morgan specifically decided to exclude the mention of anything about the Pearsall shale in a March 2012 report to the beneficiaries. *See Ex. 30.* Again, this was a violation of J.P. Morgan’s duty to provide the beneficiaries with important information about the Trust.

Any effort to proceed with J.P. Morgan's plan will likely spawn substantial additional litigation. The beneficiaries will contest: (1) J.P. Morgan's right to sell the asset; (2) J.P. Morgan's valuation; and (3) J.P. Morgan's motivations. Rather than creating a myriad of new issues to litigate, this Court should deny J.P. Morgan's request and allow this case to proceed to a jury trial on the merits. *See Barrientos v. Nava*, 94 S.W.3d 270, 277 (Tex.App.—Houston 2002) (“Texas law greatly discourages the multiplicity of suits, preferring that all disputes between the parties over the same subject matter be settled in one suit.”).

Alternatively, if J.P. Morgan is moving to have the Court judicially modify or terminate the STS Trust under Texas Pr. Code §112.054, then it appears that J.P. Morgan is furtively trying to insulate its actions in connection with the proposed sale from any subsequent legal challenges. The Court should not assist J.P. Morgan with insulating its conduct, particularly given the allegations that J.P. Morgan's plan involves breaches of fiduciary duty. The Court should deny J.P. Morgan's request to judicially terminate the Trust.

III. CONCLUSION.

The Plaintiff beneficiaries strongly object to J.P. Morgan's request to move forward with disposing of their trust asset. This century-old asset should not now be dissolved to serve J.P. Morgan's interests over the objection of the beneficiaries. To the contrary, the primary consideration of the beneficiaries is *that the status quo be preserved and that they not be harmed further* by J.P. Morgan or any of its contemplated “advisers” unless and until J.P. Morgan is removed as Trustee. This is not an unreasonable request, particularly given that virtually every single trust decision J.P. Morgan has made to date served the interests of J.P. Morgan at the expense of the beneficiaries. The Court need not decide the correctness of the parties' differing

factual contentions at this point. Rather, the Court can and should allow a jury to resolve the material issues of fact regarding J.P. Morgan's competence and its breaches of duties.

DATE: July 8, 2013.

Respectfully submitted,

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entities which hold Certificates of Beneficial
Interest in the STS Trust

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served on the below listed counsel of record via the method indicated, this 8th day of July, 2013:

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Michael Donley

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

**NOTICE OF FILING AFFIDAVIT OF JOHN B. MASSOPUST IN SUPPORT OF
OPPOSITION TO DEFENDANT'S MOTION REQUESTING COURT APPROVAL TO
RETAIN ADVISERS, SEEK ALTERNATIVES AND EXPEND TRUST ASSETS**

Now come Plaintiff-Intervenors in the above styled and referenced cause, and file this Notice of Filing Affidavit of John B. Massopust in Support of Plaintiffs' Opposition to Defendant's Motion Requesting Court Approval to Retain Advisers, Seek Alternatives and Expend Trust Assets.

Respectfully submitted,

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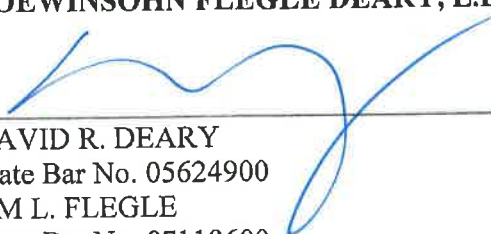
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National Association SD as trustee for ten trust entities which hold Certificates of Beneficial Interest in the STS Trust.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served on the below listed counsel of record via the method indicated, this 8th day of July, 2013:

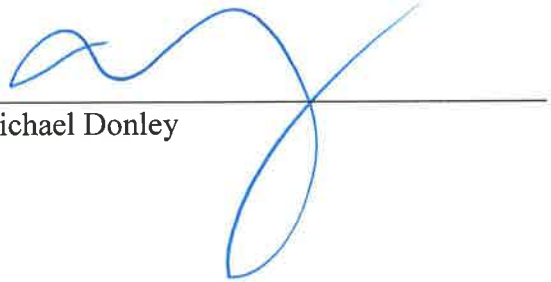
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Via Certified Mail, RRR

Michael Donley



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.

§
§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

225th JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**AFFIDAVIT OF JOHN B. MASSOPUST IN SUPPORT OF OPPOSITION TO
DEFENDANT'S MOTION REQUESTING COURT APPROVAL TO RETAIN
ADVISERS, SEEK ALTERNATIVES AND EXPEND TRUST ASSETS**

STATE OF MINNESOTA §
 §
COUNTY OF HENNEPIN §

BEFORE ME, the undersigned authority, on this day personally appeared John B. Massopust, who, after being duly sworn, did depose on his oath and state:

1. "My name is John B. Massopust. I am over the age of 21 and fully competent to make this affidavit. The facts stated in this affidavit are true and correct and are within my personal knowledge.

2. I am one of the counsel of record for one hundred and eleven plaintiffs in this action.

3. Attached are true and correct copies of the documents described herein.

4. May 27, 2008 Oil and Gas Lease between South Texas Syndicate and Petrohawk Properties, produced by Defendants in this case at Defendants000006-000024, attached hereto as Exhibit 1;

5. May 27, 2008 Oil and Gas Lease between South Texas Syndicate and Petrohawk Properties, produced by Defendants in this case at Defendants000205-000223, attached hereto as Exhibit 2;

6. May 27, 2008 Oil and Gas Lease between South Texas Syndicate and Petrohawk Properties, produced by Defendants in this case at Defendants000062-000078, attached hereto as Exhibit 3;

7. May 28, 2008 JPMorgan "Lease Bonus, Delay Rental, And Shut-In Royalty Payments" form, produced by Defendants in this case at Defendants016150, attached hereto as Exhibit 4;

8. July 17, 2008 (revised April 20, 2009) JPMorgan "Lease Bonus, Delay Rental, And Shut-In Royalty Payments" form, produced by Defendants in this case at Defendants058416-058417, attached hereto as Exhibit 5;

9. Excerpt from October 21, 2008 oilandgasinvestor.com article, "Petrohawk Announces New Natural Gas Field Discovery In Eagle Ford Shale," produced by Defendants in this case at Defendants053122, attached hereto as Exhibit 6;

10. December 12, 2008 Oil and Gas Lease between South Texas Syndicate and Petrohawk Properties, produced by Defendants in this case at Defendants000113-000134, attached hereto as Exhibit 7;

11. December 12, 2008 Oil and Gas Lease between South Texas Syndicate and Petrohawk Properties, produced by Defendants in this case at Defendants000171-000199, attached hereto as Exhibit 8;

12. December 12, 2008 Oil and Gas Lease between South Texas Syndicate and Petrohawk Properties, produced by Defendants in this case at Defendants000144-

000165, attached hereto as Exhibit 9;

13. December 12, 2008 JPMorgan “Lease Bonus, Delay Rental, And Shut-In Royalty Payments” form, produced by Defendants in this case at Defendants016853, attached hereto as Exhibit 10;

14. December 12, 2008 JPMorgan “Lease Bonus, Delay Rental, And Shut-In Royalty Payments” form, produced by Defendants in this case at Defendants016839, attached hereto as Exhibit 11;

15. December 12, 2008 JPMorgan “Lease Bonus, Delay Rental, And Shut-In Royalty Payments” form, produced by Defendants in this case at Defendants016845, attached hereto as Exhibit 12;

16. July 16, 2009 Amendment of Oil and Gas Lease, produced by Defendants in this case at Defendants117650, attached hereto as Exhibit 13;

17. July 16, 2009 Amendment of Oil and Gas Lease, produced by Defendants in this case at Defendants010828-010830, attached hereto as Exhibit 14;

18. July 16, 2009 Amendment of Oil and Gas Lease, produced by Defendants in this case at Defendants010825-010827, attached hereto as Exhibit 15;

19. July 16, 2009 Amendment of Oil and Gas Lease, produced by Defendants in this case at Defendants010820-010822, attached hereto as Exhibit 16;

20. February 12, 1951 Final Decree, *Shield, et. al. v. Barrington, et. al.*, No. F-62,656, attached hereto as Exhibit 17;

21. JPMorgan’s 2000-2009 Summary of Income and Fees, produced by Defendants in this case at Defendants079316, attached hereto as Exhibit 18;

22. Excerpt from transcript of January 29, 2010 deposition of Gary Paul Aymes, produced by Defendants in this case at Defendants 006353, 006408-006409, attached hereto as Exhibit 19;

23. December 6, 2011 e-mail from Bertram Hayes-Davis to Damon Box, produced by Defendants in this case at Defendants 082745 attached hereto as Exhibit 20;

24. Excerpt from October 6, 2010 JPMorgan presentation, "Beneficiary Meeting," produced by Defendants in this case at Defendants097533, attached hereto as Exhibit 21;

25. November 15, 2010 JPMorgan Memorandum to Beneficiaries of the South Texas Syndicate Trust, produced by Defendants in this case at Defendants008040-008047, attached hereto as Exhibit 22;

26. April 21, 2011 e-mail from Gary Aymes to Debra Round, produced by Defendants in this case at Defendants 126543, attached hereto as Exhibit 23;

27. April 7, 2011 e-mail from Kevin Smith to Aaron Reber, produced by Defendants in this case at Defendants 128434, attached hereto as Exhibit 24;

28. January 18, 2013 letter from Linda Donohoe, Esq. to Richard Tinsman, Esq., attached hereto as Exhibit 25;

29. Excerpt from March 2013 presentation by Lazard, produced by Defendants in this case at Defendants 133051-133052, attached hereto as Exhibit 26;

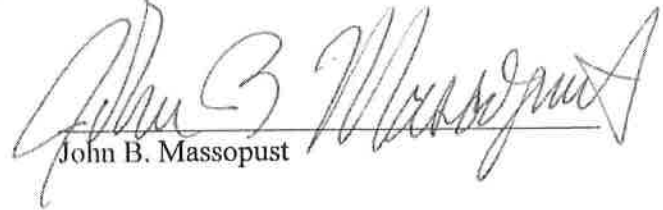
30. August 24, 2011 e-mail from Aaron Reber to Douglas Terry, produced by Defendants in this case at Defendants 127643, attached hereto as Exhibit 27;

31. December 13, 2011 e-mail from Bertram Hayes-Davis to Douglas Terry, produced by Defendants in this case at Defendants 127597, attached hereto as Exhibit 28;

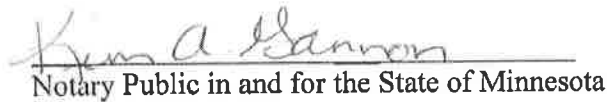
32. February 18, 2012 e-mail from Joe Finger to Bertram Hayes-Davis, HL Tompkins, Gary Aymes and Jason Beck, produced by Defendants in this case at Defendants 081314, attached hereto as Exhibit 29;

33. March 7, 2012 e-mail from Joe Finger to Bertram Hayes-Davis, produced by Defendants in this case at Defendants 082617, attached hereto as Exhibit 30.

FURTHER AFFIANT SAYETH NOT.”

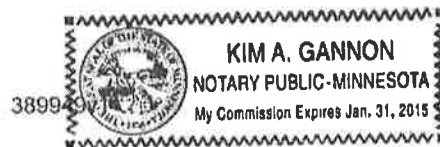

John B. Massopust

Subscribed and sworn to before me, the undersigned notary public, on this 8th day of July 2013.


Notary Public in and for the State of Minnesota

My commission expires:

Jan. 31, 2015



(Consolidated Under)
No. 2010-CI-10977

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

ORIGINAL PETITION IN INTERVENTION

Pursuant to Rule 60 of the Texas Rules of Civil Procedure, Intervenors, John L. Washburn, Ellen McLean, Malcom McLean, A. Michael Washburn, Daniel Washburn, Robert F. McLean, Sarah A. McLean, John H. McLean, Hugh H. McLean, Mary Bly, Micah Bly, Dwight D. Sholes, and Rebecca C. Sholes (collectively, "the Washburn Intervenors"), file this petition in intervention and request for disclosure and allege as follows:

I.
PARTIES

1. John L. Washburn is a resident of New York and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.
2. Ellen McLean is a resident of California and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.
3. Malcom McLean is a resident of Minnesota and is a beneficiary of the South Texas Syndicate Trust ("STS Trust"), as a holder of a Certificate of Beneficial Interest for same.

4. A. Michael Washburn is a resident of New York and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.

5. Daniel Washburn is a resident of Maryland and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.

6. Robert F. McLean is a resident of New Mexico and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.

7. Sarah A. McLean is a resident of Massachusetts and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.

8. John H. McLean is a resident of Minnesota and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.

9. Hugh H. McLean is a resident of Illinois and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.

10. Mary Bly is a resident of New York and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.

11. Micah Bly is a resident of Minnesota and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.

12. Dwight D. Sholes is a resident of Maine and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.

13. Rebecca C. Sholes is a resident of Massachusetts and is a beneficiary of the STS Trust, as a holder of a Certificate of Beneficial Interest for same.

14. As beneficiaries of the STS Trust and holders of corresponding Certificate of Beneficial Interest, the Washburn Intervenors have a right, pursuant to Rule 60 of the Texas Rules of Civil Procedure, to intervene in this action. Considering the claims filed by the original

plaintiffs and other intervenors in this matter and the defenses raised by JP Morgan Chase Bank, N.A., and Gary P. Aymes (collectively, “Defendants”), this suit stands to affect the Washburn Intervenor’s rights and interests; consequently, their presence in this action is essential to the protection of such rights and interests.

II.
THE WASHBURN INTERVENORS’ INTEREST IN LAWSUIT

15. As holders of Certificates of Beneficial Interest in the STS Trust, the Washburn Intervenor’s have a justiciable interest in the above-styled and numbered cause of action, as their rights and interests undoubtedly stand to be affected by any legal determination of the issues at bar, which includes the removal of the STS Trust’s current trustee, any designation of a new trustee, any reports ordered concerning the corpus of the STS trust, and any corresponding accounting measures taken. *See In re Union Carbide Corp.*, 273 S.W.3d 152, 154–55 (Tex. 2008).

III.
CLAIMS AND RELIEF SOUGHT

16. Pursuant to the Supreme Court of Texas, the Washburn Intervenor’s are permitted to intervene simply to assert any kind of legal or equitable interest. *Guaranty Fed. Sav. Bank v. Horseshoe Oper. Co.*, 793 S.W.2d 652, 657 (Tex. 1990). Therefore, even though the Washburn Intervenor’s may ultimately amend this petition in order to assert formal claims against any party hereto, for now, they are merely seeking to become privy to all litigation measures that any party may take. Specifically, for the motions slated for imminent determination, they have chosen to intervene in order to have their interests formally represented; however, at this time, the Washburn Intervenor’s do not wish to support or oppose any claim or defense that has already been asserted herein. Instead, especially considering what is presently before the Court, they

presently seek to ensure that should the current Trustee for the STS Trust be removed, such removal is performed prudently and responsibly, that they be able to participate in any process for the selection of a successor trustee and in any amendments or supplements to the governing trust documents, and that they have notice of any evidence that they have been damaged by any alleged past wrongdoing concerning the STS Trust or the management of its affairs.

IV.
PRAYER FOR RELIEF

17. WHEREFORE, PREMISES CONSIDERED, the Washburn Intervenors request that the parties take notice of the filing of this Petition in Intervention and pray that the Court will award them all such other relief to which they are entitled, both at law and in equity.

Respectfully Submitted,

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A PROFESSIONAL CORPORATION

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**ATTORNEYS FOR THE WASHBURN
INTERVENORS**

CERTIFICATE OF SERVICE

I hereby certify that, on July 8, 2013, a complete copy of the foregoing instrument was served on the following parties or their respective attorneys of record, in accordance with the Texas Rules of Civil Procedure:

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Kelly M. Walne

CAUSE NO. 2010-CI-10977

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

**DEFENDANTS' RESPONSE TO PLAINTIFFS' MOTION FOR PARTIAL
SUMMARY JUDGMENT**

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

DEFENDANTS' RESPONSE TO PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT

Defendants JPMorgan Chase Bank, N.A., as Trustee of the South Texas Syndicate Trust (collectively "J.P. Morgan") and Gary P. Aymes file this Response to Plaintiffs' Motion for Partial Summary Judgment.

I. BACKGROUND

Defendant J.P. Morgan is the sole Trustee of the South Texas Syndicate Trust ("STS"), which owns approximately 132,000 contiguous mineral acres in LaSalle and McMullen Counties of Texas. These minerals are located in the Eagle Ford shale play and are extremely valuable and produce substantial income for the trust beneficiaries.

J.P. Morgan has served as Trustee since 2001 in a succession of trustees that date back to Alamo National Bank ("ANB"). ANB was appointed by the court to

serve a sole trustee upon the death of the prior trustee, John T. Pearson, by a Final Decree signed on February 12, 1951.¹

This case was originally filed by a single beneficiary, John K. Meyer, in July, 2010, alleging that J.P. Morgan was not adequately performing its duties as trustee and seeking J.P. Morgan's removal. Additional trust beneficiaries have intervened, yet all beneficiaries are not joined as parties to this case as Plaintiffs or in any other respect.

A. PLAINITIFFS' COUNSEL DEMANDS THAT J.P. MORGAN RESIGN

1. February 11, 2013 letter from John Massopust demanding resignation

On February 11, 2013, John Massopust, who is counsel for some of the Trust beneficiaries in the pending lawsuit against the Trustee, sent a letter to Gary Aymes, Executive Director for J.P. Morgan.² In this letter, Mr. Massopust states that "pursuant to the terms and conditions of the 1951 appointment of the Alamo National Bank as Successor Trustee of the South Texas Syndicate Trust, more than fifty-one percent (51%) of the beneficial interests have requested that J.P. Morgan Chase Bank, N.A. resign as Trustee of the South Texas Syndicate Trust." The letter further asks Mr. Aymes to "confirm that J.P. Morgan Chase Bank N.A. agrees to

¹ The case is styled *Fred W. Shield, et. al. v. Eva M. Barrington, et. al.*, Case No. F-62-656 in the 73rd Judicial District Court, Bexar County, Texas, filed on November 29, 1950.

² A true and correct copy of this document is filed as Exhibit 16 to Plaintiffs' Motion and is incorporated as summary judgment evidence herein.

resign as Trustee of the South Texas Syndicate Trust.” The letter also asks Mr. Aymes to “please contact me at your earliest convenience to discuss an orderly transition in connection with the appointment of a Successor Trustee.”

2. February 19, 2013 follow-up letter from Plaintiffs’ counsel, John Massopust, demanding resignation

On February 19, 2013, Mr. Massopust sent a second letter – this letter directed to counsel for J.P. Morgan.³ In this second letter, Mr. Massopust references his February 12th letter requesting the Trustee’s resignation and states: “It has now been a week and we have not received a response of any nature from you or J.P. Morgan.” He further states: “Once again, we request confirmation that J.P. Morgan intends to resign as Trustee of the South Texas Syndicate Trust. If we have not received confirmation by the close of business on Wednesday, February 20, 2013, we will assume that J.P. Morgan decided to further breach its contract and refuses to resign. We will then proceed as appropriate under the circumstances to confirm the resignation.”

3. February 20, 2013 letter from J.P. Morgan’s counsel responding to Massopust letters

On February 20, 2013, counsel for J.P. Morgan responded to the two letters from Mr. Massopust asking for additional information pertaining to the resignation

³ A true and correct copy of this document is filed as Exhibit 18 to Plaintiffs’ Motion and is incorporated as summary judgment evidence herein.

request.⁴ In this letter, the Trustee asks Mr. Massopust to identify “what documents contain or reference the ‘terms and conditions’ of appointment” that Massopust references in his letter. The letter asks Mr. Massopust to identify the “contract” referenced in his letter and to state “the reasons why you allege that J.P. Morgan is in breach of it.” The letter also asks Mr. Massopust if he has a proposed successor trustee and if so, to please identify it. Last, the letter asks Mr. Massopust to “describe the ‘orderly transition’ to a successor trustee” that he references in his letters and whether that transition “contemplates Court involvement.”

4. February 25, 2013 response letter from Plaintiffs’ counsel, John Massopust

Mr. Massopust responded to the February 20th letter with his letter dated February 25, 2013.⁵ With respect to the Trustee’s alleged agreement to resign as Trustee if requested by 51% of the beneficial interests, Mr. Massopust references a letter from Herbert S. Croft, Vice-President and Trust Officer for Alamo National Bank. Mr. Massopust did not identify the parties to this “contract” nor whether the “contract” was a term of the Trust.

With regard to the appointment of a successor trustee, in his February 25, 2013 letter, Mr. Massopust refused to identify a proposed successor trustee. As to

⁴ A true and correct copy of this document is filed as Exhibit 19 to Plaintiffs’ Motion and is incorporated as summary judgment evidence herein.

⁵ A true and correct copy of the February 25, 2013 letter is attached hereto as Exhibit “1” and is part of the Affidavit of Patrick K. Sheehan filed with and in support of this Response. Plaintiffs did not file this letter with their Motion.

the question of whether the proposed “orderly transition to a successor Trustee” would involve court action, Mr. Massopust answers: “I do not believe that Court involvement is necessary.”

5. J.P. Morgan files Counter-Petition for Declaratory Relief and Instructions from the Court

In his letters, Mr. Massopust asks the Trustee to confirm that it will resign as Trustee of the Trust. In response, on March 7, 2013, J.P. Morgan filed a Counter-Petition for Declaratory Relief and Instructions from the Court because the resignation demand raises questions arising in the administration of this Trust that must be resolved by the Court. Specifically, J.P. Morgan asked the Court to declare and provide instructions concerning whether the January 12, 1951 alleged agreement to resign is, in fact, an enforceable agreement that is binding upon the Trustee and the remaining beneficiaries in spite of the fact that the relied upon provision is not included in the Trust documents; or, whether the February 12, 1951 Final Judgment and referenced Certificate of Beneficial Interest (which do not contain an agreement to resign upon beneficiary request) constitute the entire Trust instrument and agreement for this Trust that cannot be varied, altered, or modified by a prior, alleged agreement.

6. Plaintiffs file amended petition and Motion for Partial Summary Judgment

On March 29, 2013, Plaintiffs amended their petition in this case and added a claim that J.P. Morgan has breached an alleged agreement to resign by refusing to resign. Plaintiffs have now filed a Motion for Partial Summary Judgment alleging that there are no disputed issues of material fact related to Plaintiffs' claim that J.P. Morgan is in breach of the conditions of its appointment. Plaintiffs are further asking the Court to grant specific performance of the alleged agreement and order J.P. Morgan to resign.

Defendants will show that Plaintiffs have not met their burden and that their motion should be denied.

II. ARGUMENTS AND AUTHORITIES

A. PLAINTIFFS MUST PROVE ALL ELEMENTS OF THEIR CLAIMS AS A MATTER OF LAW

“When the plaintiff moves for summary judgment on its own cause of action, the plaintiff must prove it is entitled to summary judgment by establishing each element of its claim as a matter of law.” *Nelson v. Regions Mortg., Inc.*, 170 S.W.3d 858, 864 (Tex. App.—Dallas 2005, no pet.). Defendants will defeat this Motion by showing that Plaintiffs have failed to prove as a matter of law all of the elements of

their cause of action for breach of contract. *See City of Houston v. Clear Creek Basin Auth.*, 589 S.W. 2d 671, 678 (Tex. 1979).

B. PLAINITIFFS ALLEGE THAT A SERIES OF LETTERS CONSTITUTE AN AGREEMENT TO RESIGN AS A CONDITION OF ANB'S APPOINTMENT

In their Motion, Plaintiffs attempt to prove an enforceable contract requiring J.P. Morgan's resignation through a series of letters and a telegram that begin in October, 1950 and end in January, 1951. Plaintiffs state that "[o]ne of the terms of the appointment of the current trustee as successor trustee of the STS Trust was that it would resign if it ever received written request from the holders of fifty-one percent (51%) of the outstanding shares of the STS Trust." In support, Plaintiffs cite to Exhibits 8, 10, 11, 12, and 13 to their Motion. Plaintiffs then state the following:

The agreement in the January 4, 1951 Telegram (Ex. 8) and the January 8, 1951 Letter (Ex. 12) is a valid and enforceable contract. The STS beneficiaries agreed to allow the current trustee to be appointed and signed the petition that led to the 1951 Decree. *See Ex. 13.*

Thus, Plaintiffs are claiming that this series of communications – particularly the January 4, 1951 telegram and the January 8, 1951 letter, creates a valid and enforceable contract whereby the STS trust beneficiaries agreed to allow Alamo National Bank ("ANB") to be appointed trustee. A review of the documents relied upon by Plaintiffs, however, in the context of when the petition and waivers by the STS beneficiaries were filed (and the contents of those documents) shows that Plaintiffs cannot prove the existence of a valid and enforceable contract.

C. CHRONOLOGY OF EVENTS DOES NOT SUPPORT PLAINTIFFS' CLAIM THAT THE LETTERS CREATE AN ENFORCEABLE CONTRACT

The following chronology of documents and events demonstrates the fallacy of Plaintiffs' argument and their failure to prove the existence of a contract:

1. October 10, 1950 – death of John T. Pearson

John T. Pearson, Trustee of STS dies on October 10, 1950. Mr. Pearson's death necessitates the appointment of a successor trustee of STS.

2. November 8, 1950 – letter from A.E. Wilson to Reagan Houston – Ex. 4

On November 8, 1950, Mr. A.E. Wilson from the trust department at First National Bank of Minneapolis sends a letter to Mr. Reagan Houston, President of ANB.⁶ In the letter, Mr. Wilson states that after returning from San Antonio, he wrote a memorandum to “the representatives of the ‘Piper interests’ as well as to Mr. McLean of Duluth and Mr. Herd of Fort Worth” and that the memo contained “various suggestions and recommendations” including a recommendation that ANB “be appointed successor Trustee” of STS trust. He further states:

I have not heard from all the people to whom my memo was sent but am positive that a substantial majority of the holders of outstanding Certificates of Beneficial Interest will approve my recommendation.

⁶ Ex. 4 to Plaintiffs' Motion, incorporated as summary judgment evidence herein. Plaintiffs have offered no evidence to explain Mr. Wilson's role regarding the appointment of a successor trustee. More particularly, there is no evidence regarding whom he “represents” in his discussions with ANB or his authority to reach agreements on behalf of any STS beneficiary.

Mr. Wilson also states:

Assuming that we will shortly have binding approvals, as a result of which we can formally ask that you join in a petition to the Court (or whatever is necessary) for your appointment as Successor Trustee, we would like to have on file a letter from you –

(2) Agreeing to resign upon written request of 75% of outstanding “shares”;

3. November 13, 1950 – letter from Regan Houston to Mr. A.E. Wilson – Ex. 5

On November 13, 1950, Regan Houston sends a response to Mr. Wilson’s November 8, 1950 letter.⁷ In this letter, Mr. Houston states “[w]e would resign on the written request of 75% of the outstanding ‘shares’.” He ends the letter stating “[a]s you know, the final acceptance of the trust must be subject to our Director’s Trust Committee. . . .”

Thus, in the November 8 and November 13 exchange of letters, the discussion is that ANB would resign on the written request of 75% of the beneficial interests – not 51%. There are no further discussions of this resignation provision prior to the filing of the petition for the appointment of ANB as successor trustee, although as discussed *infra*, the Trust instrument contains a separate and different specific resignation provision.

⁷ Ex. 5 to Plaintiffs’ Motion incorporated as summary judgment evidence herein. The only approvals provided by the beneficiaries are the Waivers filed in the action; however, these “approvals” do not reflect any approval of a 75% resignation provision.

4. November 16, 1950 – letter from Paul Reyerson, First National Bank, Minneapolis to Brewer, Matthews – Ex. 2 to Defendants’ Response

On November 16, 1950, Paul Reyerson, Vice President of First National Bank, Minneapolis, sent a letter to Mr. P.H. Swearingen, Jr., attorney with the San Antonio law firm Brewer, Matthews, Nowlin & Macfarlane.⁸ This is a letter from the Minneapolis bank that provides trust history to the law firm that represents the executors of the Pearson estate. Paragraph (4) of the letter states:

The certificates of beneficial interest being declarations of trust, I doubt that any court has authority to change the terms of the trust *unless it could be done with the consent of all beneficial owners*. It would seem as though the District Court of Texas definitely has authority to name a successor trustee. (emphasis added)

This statement establishes that: (1) the certificates of beneficial interest are the declarations of the trust; and (2) the terms of the trust can only be changed with the consent of all beneficial owners. As evidenced below, the certificates of beneficial interest did not contain a provision allowing the beneficiaries to demand the resignation of the trustee and Plaintiffs have failed to prove that all of the beneficiaries (or, indeed, any specific beneficiary) agreed to change the terms of the trust to include the resignation demand condition.

⁸ A true and correct copy of this letter is filed as Exhibit “2” and is part of the Affidavit of Gary Aymes filed with and in support of this Response. Plaintiffs did not file this letter with their Motion.

5. November 29, 1950 – filing of Petition to appoint ANB successor trustee (before the January, 1951 alleged “agreement”)

On November 29, 1950, Fred W. Shield and George W. Herd, Independent Executors of the Estate of John T. Pearson, and George W. Herd, individually, filed a petition in the 73rd Judicial District Court, Bexar County, Texas against all other beneficiaries of the STS trust asking the Court to appoint Alamo National Bank of San Antonio, Texas successor trustee of the STS trust.⁹

The petition alleges several key facts:

(a) The “Certificate” is the declaration of trust containing the terms and provisions of the trust

In paragraph V of the petition, the plaintiffs state that from November 9, 1939, when he was “duly appointed as trustee” until his death on October 10, 1950, John T. Pearson “held title to all of the property in said trust estate under and pursuant to declarations of trust, the terms and provisions of which are set forth in Exhibit A, hereto attached and hereby made a part of this petition.” Exhibit A is entitled “Certificate of Beneficial Interest.” This certificate states that it contains the declarations of the trust, yet it does not include any provision allowing the beneficiaries of the trust to demand the trustee’s resignation.

⁹ A certified copy of the entire court file was filed by Plaintiffs as an attachment to their Supplement to Plaintiffs’ Motion for Partial Summary Judgment Regarding Trustee Resignation and is incorporated herein by reference as summary judgment evidence in support of this Response.

(b) A “large majority” of beneficiaries desire appointment of ANB as successor trustee

The petition, in paragraph XI, states that “extensive inquiry and consultation have indicated to plaintiffs that a large majority of the beneficial owners of said trust estate desire that the Alamo National Bank of San Antonio, Texas, be named as successor.” Thus, according to the petition, as of November 29, 1950, the date the petition was filed, a “large majority” of the beneficiaries desire the appointment of ANB as successor trustee. This is before the 51% resignation condition to the appointment was even discussed, much less allegedly agreed to between ANB and the beneficiaries. In fact, the only prior discussion of a resignation condition in the letters exchanged to this point would require 75% of the beneficial interests. The petition is silent as to any alleged resignation condition to the appointment.

6. December, 1950 – majority of beneficiaries sign and file waivers

In early December 1950, shortly after the petition is filed, STS beneficiaries begin to execute Waivers of Service, Appearance and Answers and these are filed in the court record.¹⁰ There are a total of 58 waivers filed with the court. All but two of the waivers were signed and filed with the court before the 51% resignation condition to the appointment was first discussed or allegedly agreed to between ANB and the beneficiaries. The waivers have identical language, reproduced below

¹⁰ These waivers are included in the certified copy of the court file filed by Plaintiffs as summary judgment proof and are incorporated herein by reference as summary judgment evidence in support of this Response.

in its entirety. The highlighted text establishes that a vast majority of the STS beneficiaries agreed to the appointment of ANB as successor trustee without any alleged resignation condition:

The undersigned defendant or defendants hereby enter appearance in the above cause, acknowledging receipt of a copy of plaintiff's petition and waiving the issuance and service of citation and the return or proof of service thereof, and agreeing that the above cause may be heard and disposed of at any time without further notice to the undersigned defendant or defendants. It is agreed by the undersigned defendant or defendants that a successor trustee of the trust commonly known as the South Texas Syndicate may be appointed by the Court, as sought in plaintiffs' petition herein. The undersigned defendant or defendants hereby swear to the forgoing facts with reference to the delivery and receipt of a copy of plaintiffs' petition in said cause and the acceptance of service and waiver of issuance of process. (emphasis added)

Thus, before any alleged 51% resignation condition to ANB's appointment was discussed or agreed to by anyone, a vast majority of the beneficiaries had already signed and filed waivers with the court agreeing to the appointment of a successor trustee by the court as sought in plaintiffs' petition – which meant the appointment of ANB. The petition does not mention any 51% resignation agreement as a condition of ANB's appointment.

7. January 4, 1951 telegram from Croft to Wilson – Ex. 8

On January 4, 1951, after the petition and most of the waivers have been filed, Herbert Croft, Vice President and Trust Officer of Alamo National Bank, sent a telegram to Mr. A. E. Wilson, Vice President, First National Bank of Minneapolis stating: “AGREEABLE WITH US TO AMEND OUR LETTER NOVEMBER

THIRTEENTH TO RESIGN ON WRITTEN REQUEST OF FIFTY-ONE PERCENT OF OUTSTANDING SHARES.”¹¹

This telegram is directed to Mr. Wilson of the First National Bank of Minneapolis and is the first record of a discussion of a 51% resignation condition. The summary judgment evidence is devoid of any proof as to who Mr. Wilson speaks for or allegedly makes any agreements on behalf of with regard to the STS trust. There is no evidence that he speaks for or has the authority to make any agreement on behalf of any particular beneficiary, much less all of the beneficiaries. In fact, the contrary evidence is that a vast majority of the STS beneficiaries have already agreed to ANB’s appointment before the date of this telegram by virtue of the waivers filed with the Court in December, 1950. There is no evidence that the beneficiaries were aware of this telegram or its contents at any time or that the court was aware of the telegram or its contents before the Final Judgment was signed in February, 1951. Indeed, the Final Judgment specifically addresses the resignation of the Trustee without any mention of a “51% resignation requirement.”

8. January 8, 1951 letter from Croft to Wilson – Ex. 12

On January 8, 1951, Herbert Croft sent a letter to Mr. Wilson.¹² In this letter, Mr. Croft states:

¹¹ Ex. 8 to Plaintiffs’ Motion incorporated as summary judgment evidence herein.

¹² Ex. 12 to Plaintiffs’ Motion incorporated as summary judgment evidence herein.

This letter will confirm my telegram of January 4, 1951, to the effect that it is:

“Agreeable with us to amend our letter November thirteenth to resign on written request of fifty-one percent of outstanding shares.”

To give effect to the above, this agreement may be stated in the following terms:

“We agree to resign at any time when so authorized by the holders of not less than fifty-one (51) percent of the total shares in the Trust Estate, evidenced at the time by the Certificates of Beneficial Interest outstanding, by vote at a meeting or in writing with or without a meeting.”

Again, the summary judgment evidence indicates that a vast majority of the STS beneficiaries have already agreed to ANB's appointment before the date of this letter by virtue of the waivers filed with the Court in December, 1950.

9. January 12, 1951 letter from Wilson to Croft – Ex. 13

Last, on January 12, 1951, Mr. Wilson sent a letter to Mr. Croft.¹³ In this letter he thanks Mr. Croft for his January 8 letter “confirming your change in the agreement to resign on request of 51% of the outstanding shares.” He further states:

I understand that all of the holders of the outstanding certificates with two exceptions have signed the Petition. One of those is Mrs. Florence Warner....

The only remaining one would be Mr. Harold Warner and I am unable to predict what action he may take.

¹³ Ex. 13 to Plaintiffs' Motion incorporated as summary judgment evidence herein.

By its own language, the letter notes that all but two of the holders signed the Petition prior to any “agreement” as to a 51% resignation requirement.

10. February 12, 1951 – Final Decree is signed

On February 12, 1951, the court signed the Final Decree appointing ANB successor trustee of the STS trust. In the decree, the court:

finds that each and all of the facts alleged in plaintiffs’ petition herein are true and that The Alamo National Bank, of San Antonio, should be appointed the Successor Trustee of said trust *as prayed by plaintiffs and consented to by all of the defendants* (emphasis added);

The decree then states that:

subsequent to the announcement of such decision by the Court The Alamo National Bank, of San Antonio, having filed with the Court its acceptance of said appointment:

IT IS ORDERED, ADJUDGED AND DECREED that The Alamo National Bank, of San Antonio, Texas, is hereby appointed as Trustee without bond of the liquidating trust known as “South Texas Syndicate” to succeed John T. Pearson, deceased, as Trustee of said trust, and the said The Alamo National Bank, of San Antonio, is hereby invested with *all of the powers and shall be charged with all of the duties set forth in the declaration of trust contained in the certificates of beneficial interests as set forth in “Exhibit A” to plaintiffs’ petition herein. . .* (emphasis added).

There is no mention anywhere in the decree of a condition to the appointment that ANB agrees to resign upon the request of 51% of the beneficial interest owners.

D. PLAINTIFFS HAVE FAILED TO PROVE THE EXISTENCE OF A VALID, ENFORCEABLE CONTRACT

To successfully sue for breach of contract, Plaintiffs must first prove that there is a valid, enforceable contract. *See Foley v. Daniel*, 346 S.W. 3d 687, 690 (Tex. App.—El Paso 2009, no pet.). To prove an enforceable contract, Plaintiffs must establish the following elements: (1) an offer; (2) an acceptance; (3) mutual assent; (4) execution and delivery of the contract with the intent that it be mutual and binding; and (5) consideration supporting the contract. *Baylor Univ. v. Sonnichsen*, 221 S.W. 3d 632, 635 (Tex. 2007). Plaintiffs have not shown these necessary elements.

It takes at least two parties to enter into a valid agreement. Even if ANB agreed as a condition of its appointment to the resignation condition, with whom did it make this agreement? Plaintiffs have presented no evidence to support an offer, acceptance, and mutual assent to an agreement between ANB and any identified counterparty beneficiary of the STS trust, much less all of the beneficiaries as Plaintiffs allege.

Further, Plaintiffs cannot claim that there was any such agreement between ANB and the STS trust beneficiaries because all but three of the fifty-eight STS trust beneficiaries had already consented to the appointment of ANB without the 51% resignation condition by signing and filing their waivers with the court before there was any such alleged agreement reached. These waivers constitute the agreement of the STS beneficiaries to ANB's appointment as provided for in the

petition – with no mention of the resignation provision as a condition of their agreement to the appointment. In addition, the court signed the Final Decree (which specifically and significantly contains a different resignation provision) appointing ANB successor trustee based upon the agreement of all beneficiaries to the appointment as prayed for in the petition. The petition, waivers, and Final Decree constitute the only evidence of the agreement by the STS trust beneficiaries regarding the appointment of ANB as successor trustee and the resignation condition is simply not contained in any of these documents.

Additionally, there is no evidence to show that Mr. Wilson, the only identified possible counterparty to any such agreement, had any authority to speak on behalf of any beneficiary of STS, much less all of the beneficiaries. Thus, there is no evidence of offer, acceptance, and mutual assent to the terms of the alleged agreement by the alleged parties to the agreement. The only evidence of agreement between the STS beneficiaries to the conditions of the appointment of ANB as successor trustee are the petition, waivers and Final Decree, which mention a different and distinct resignation condition. Plaintiffs' claim for breach of contract thus fails as a matter of law because Plaintiffs have not proven the existence and validity of the agreement they seek to enforce.

E. THE PETITION, WAIVERS AND FINAL DECREE CONTAIN ALL CONDITIONS OF THE APPOINTMENT OF THE TRUSTEE – CANNOT BE VARIED OR ALTERED BY PRIOR NEGOTIATIONS

As shown above, the alleged resignation condition to ANB's appointment as successor trustee was not included in the Final Decree. The petition, waivers, and Final Decree, however, constitute the only evidence of the terms and conditions of the appointment of ANB as successor trustee that were agreed to by ANB and all STS trust beneficiaries. Plaintiffs are attempting to include a condition to ANB's appointment that was not contained in the petition, waivers, or Final Decree. The Final Decree contains all of the terms and conditions under which the court appointed ANB, and the 51% resignation condition was not included and cannot now be added.

Agreed judgments, such as the Final Decree, are construed in the same manner as contracts. *See Gulf Ins. Co. v. Burns Motors, Inc.*, 22 S.W.3d 417, 422 (Tex. 2000); *Gracia v. RC Cola-7-Up Bottling Co.*, 667 S.W.2d 517, 519–20 (Tex.1984). “When parties reduce an agreement to writing, the law of parol evidence presumes, in the absence of fraud, accident, or mistake, that any prior or contemporaneous oral or written agreements are merged into the written agreement and, therefore, that any provisions not set out in the writing were either abandoned before execution of the agreement or, alternatively, were never made and are thus excluded from consideration in interpreting the written agreement.” *DeClaire v. G & B Mcintosh Family Ltd. P'ship*, 260 S.W.3d 34, 45 (Tex. App.—

Houston [1st Dist.] 2008, no pet.) (“terms of promissory note cannot be contradicted or varied by parol evidence of a manner of payment other than as expressed in the note.”).

Plaintiffs are impermissibly attempting to impose additional terms and conditions to ANB’s appointment under the Final Decree – which is a fully integrated agreement containing a final and complete expression of agreed terms. As Defendants have shown, the Final Decree is the only agreement to the appointment of ANB as successor trustee that was agreed to by all beneficiaries of STS. The Final Judgment specifically states that the trustee shall have “*all of the powers and shall be charged with all of the duties set forth in the declaration of trust contained in the certificates of beneficial interests as set forth in “Exhibit A.”*” The evidence does not support the position that the series of letters relied upon by Plaintiffs constitute an agreement with any particular beneficiary, much less all of the beneficiaries.

Nevertheless, Plaintiffs are attempting to enforce an alleged condition to ANB’s appointment based upon letters that pre-date the Final Decree and are not part of the terms and conditions of this Trust.

In paragraph V of the Executors’ petition, which was agreed to by all parties, the plaintiffs state that John T. Pearson:

held title to all of the property in said trust estate under and pursuant to declarations of trust, the terms and provisions of which are set forth in Exhibit A. . . .

In paragraph IX of the Executors' petition, plaintiffs state:

The said certificates of beneficial interest in the said trust property, each containing the declaration of trust mentioned hereinabove, were accepted and the terms of said declaration duly consented to by all of the beneficial owners prior to the death of John T. Pearson.

In the prayer, agreed to by all beneficiaries, the Executors ask the court to appoint

ANB as trustee:

to have all of the powers and to be charged with all of the duties set forth in Exhibit A, excepting only those quoted in paragraph IX of this petition which are inapplicable to a corporate trustee.

The Executors' petition thus clearly provides that Exhibit A, the Certificate of Beneficial Interest, is the trust instrument for the STS trust. This Certificate does not contain the resignation condition Plaintiffs now seek to enforce.

After the Executors' petition was filed, the beneficiaries signed and filed waivers, in which they all agreed:

that a successor trustee of the trust commonly known as the South Texas Syndicate may be appointed by the Court, as sought in plaintiffs' petition herein.

Thus, the beneficiaries agreed that ANB may be appointed as sought by the petition, which prays for the appointment of ANB without any resignation condition.

In the Final Decree, the court states that the beneficiaries:

filed written waivers of citation and answered and by their several answers adopted the prayer to plaintiffs' petition and consented to the appointment of The Alamo National Bank, of San Antonio, as Successor Trustee of the liquidating trust known as "South Texas Syndicate.

The court then finds that “The Alamo National Bank, of San Antonio, should be appointed the Successor Trustee of said trust as prayed by plaintiffs and consented to by all of the defendants. . . .”

Accordingly, the court appoints ANB as successor trustee:

IT IS ORDERED, ADJUDGED AND DECREED that The Alamo National Bank of San Antonio, Texas is hereby appointed as Trustee. . . and. . . is hereby invested with all of the powers and shall be charged with all of the duties set forth in the declaration of trust contained in the certificates of beneficial interest as set forth in Exhibit “A” to plaintiffs’ petition herein, except that the last paragraph of the certificates to be issued. . . shall, in lieu of the last paragraph as contained in said certificates, be as follows:

In case of our resignation or removal, we agree to convey and deliver all of the then trust property to such successor as the beneficiaries, or the court in which proceedings may be had for the appointment of a successor, shall appoint;

Neither the petition, the waivers, Exhibit A, nor the Final Decree include the condition of appointment alleged by Plaintiffs.

In fact, the Final Decree does address resignation, but not pursuant to a demand by the beneficiaries. The Final Decree provides that ANB “is permitted to resign as Trustee upon giving sixty days notice in writing to the then beneficial owners of record. . . .” The condition that Plaintiffs seek to impose would require the trustee’s immediate resignation upon demand by 51% of the beneficial interest owners. This condition is inconsistent with and varies the resignation provision that was included in the Final Decree that would require the trustee to provide sixty days’ written notice of it resignation. Therefore, Plaintiffs cannot add the alleged condition to the terms and conditions of ANB’s appointment as contained in the Final Decree. *See Hubacek v. Ennis State Bank*, 317 S.W. 2d 30, 31 (Tex.

1958)(“When parties have concluded a valid integrated agreement with respect to a particular subject matter, the [parol evidence] rule precludes the enforcement of inconsistent prior or contemporaneous agreements”).

In sum, the Final Decree is a fully integrated consent judgment that is the only agreement regarding the appointment of ANB as successor trustee that was clearly agreed to by all beneficiaries of STS. The Final Decree contains all of the terms and conditions of the appointment and for the operation of the STS trust. Plaintiffs thus cannot attempt to enforce a prior, alleged agreement containing a condition to ANB’s appointment that is not contained in the Final Decree. Plaintiffs’ motion should therefore be denied on this ground as well.

F. PLAINTIFFS’ CLAIM IS AN IMPERMISSIBLE COLLATERAL ATTACK ON THE FINAL DECREE

As discussed *supra*, the Final Decree is a judgment consented to by all STS beneficiaries that contains all of the terms and conditions of the appointment of ANB as successor trustee yet does not contain the 51% resignation condition that Plaintiffs seek to enforce. By now seeking to enforce a condition that does not appear in the Final Decree, Plaintiffs are making a collateral attack on that judgment which is not allowed. *See Hydrosience Technologies, Inc. v. Hydrosience, Inc.*, 05-11-01536-CV, 2013 WL 1897149 (Tex. App.—Dallas May 7, 2013, no. pet. h.).

A collateral attack on a judgment is “an attempt to avoid the binding force of a judgment in a proceeding not instituted for the purpose of correcting, modifying, or vacating the judgment, but in order to obtain some specific relief which the judgment currently stands as a bar.” *Browning v. Prostok*, 165 S.W. 3d 336, 346 (Tex. 2005). All STS trust beneficiaries consented to the terms and conditions of the appointment of ANB as successor trustee contained in the Final Decree, but no others. Plaintiffs’ attempt to enforce an alleged term and condition of the appointment of ANB as successor trustee that is not contained in the Final Decree is an impermissible attempt to obtain relief which the Final Decree bars. Plaintiffs’ Motion should be denied for this reason as well.

G. PLAINTIFFS HAVE FAILED TO OFFER ADMISSIBLE EVIDENCE THAT FIFTY-ONE PERCENT (51%) OF THE HOLDERS OF BENEFICIAL INTERESTS HAVE DEMANDED THE CURRENT TRUSTEE’S RESIGNATION

Plaintiffs allege that on February 11, 2013, persons and entities holding and controlling substantially more than fifty-one percent (51%) of the outstanding shares in the STS Trust requested that J.P. Morgan resign as Trustee. Plaintiffs’ proof of this alleged fact consists of: (1) a letter dated February 11, 2013 from John Massopust to Mr. Gary Aymes (Exhibit “16” to the Motion); and (2) J.P. Morgan’s Counter Petition for Declaratory Relief and Instructions from the Court. Neither document provides competent, summary judgment evidence and proof of the allegation.

The letter from John Massopust that was filed with the Motion as Exhibit “16” is nothing more than a letter from Plaintiffs’ counsel containing a hearsay statement that “more than fifty-one percent (51%) of the beneficial interests have requested that J.P. Morgan Chase Bank, N.A. resign as Trustee of the South Texas Syndicate Trust.” The letter as filed with the Court references “written confirmations requesting the resignation” but those were not filed by Plaintiffs in support of this Motion and clearly cannot be considered as summary judgment evidence; therefore any proof of any confirmation requests is incompetent and insufficient to prove a basic element of Plaintiffs’ claim. The alleged fact cited in the Massopust letter that “more than fifty-one percent (51%) of the beneficial interests have requested that” J.P. Morgan resign is plainly inadmissible hearsay offered for the truth of the matter asserted.

Further, Plaintiffs’ motion lacks any evidence to support the vital assertion that the beneficiaries who have allegedly demanded J.P. Morgan’s resignation actually own fifty-one percent (51%) of the beneficial interests in the STS Trust. There is no proof offered as to: (1) the identities of these beneficiaries; (2) the numbers of beneficial interests owned by each beneficiary allegedly demanding the resignation; (3) the percentage of beneficial interests owned by each such beneficiary; (4) the total number of beneficial interests owned by the beneficiaries who are allegedly demanding the resignation; or (5) the total percentage of beneficial interests in the STS Trust owned by those beneficiaries who have allegedly demanded the Trustee’s resignation.

Defendants thus object to and move to strike Exhibit “16” because it is incompetent, insufficient, and hearsay evidence offered in support of an essential element of Plaintiffs’ claim – that the holders of fifty-one percent (51%) of the beneficial interests of the STS Trust have demanded J.P. Morgan’s resignation. Plaintiffs simply have no admissible proof of what they allege and cannot prevail on a motion for summary judgment without tendering admissible proof. J. P. Morgan asks the Court to sustain this objection, strike the evidence, and therefore deny Plaintiffs’ motion.

H. PLAINTIFFS HAVE FAILED TO PROVE THAT COURT SHOULD IMPOSE THE EQUITABLE REMEDY OF SPECIFIC PERFORMANCE

Plaintiffs, who are a portion but not all of the STS trust beneficiaries, are asking the Court to order specific performance of the alleged agreement and compel J.P. Morgan to resign as trustee of the STS trust. Specific performance is an equitable remedy that rests in the sound discretion of the court. *See Roundville Partners, L.L.C. v. Jones*, 118 S.W. 3d 73, 78 (Tex. App.—Austin 2003, pet. denied). The Court’s exercise of discretion in this matter should be viewed with the overlay of the Texas Trust Code provision which governs the resignation of a trustee as follows:

(a) A trustee may resign in accordance with the terms of the trust instrument, or a trustee may petition a court for permission to resign as trustee.

(b) The court may accept a trustee's resignation and discharge the trustee from the trust **on the terms and conditions necessary to protect the rights of other interested persons.** (emphasis added)

TEX. PROP. CODE ANN. § 113.081 (Vernon). The highlighted section above indicates that in considering a trustee's resignation, the Court should impose terms and conditions necessary to protect the rights of other interested persons, which would certainly include the non-Plaintiff beneficiaries of the trust.

However, in seeking this drastic remedy that would, in essence, remove J.P. Morgan as trustee without any evidence of wrongdoing, Plaintiffs have presented no evidence to support that imposition of this remedy would be equitable. In particular, Plaintiffs have presented no evidence to show that this action will, in fact, either benefit the trust and its beneficiaries as a whole, or, at the least, not cause any harm. Plaintiffs have certainly not shown how the requested remedy would "protect the rights of other interested parties." Instead, Plaintiffs have been intentionally secretive as to their future plans for the trust, even to the point of not identifying any potential successor trustees.

Under the *status quo*, the STS trust has a corporate trustee responsible for administering the trust which has substantial value. If the Court orders J.P. Morgan to resign, however, Plaintiffs have not even identified or shown that a qualified party would be willing and able to serve as a successor trustee. Forcing J.P. Morgan to resign as Trustee of this significant and valuable trust without a viable and vetted successor trustee ready, willing and able to take over the Trust is certainly not in the best interests of the Trust or its beneficiaries. The Court should not order J.P. Morgan to resign without any assurance (supported by admissible evidence) that the rights of all STS beneficiaries will be protected in the process by

the appointment of a qualified successor trustee ready, willing and able to take J.P. Morgan's place. Plaintiffs' motion and lack of proof do not provide the Court with any such assurances.

Conversely, in response to the resignation demand, J.P. Morgan has taken steps to have the Court consider the impact of Plaintiffs' demand upon the trust and the beneficiaries as a whole. After Plaintiffs demanded J.P. Morgan's resignation, J.P. Morgan promptly filed a Counter-Petition for Declaratory Relief and Instructions from the Court. This petition was filed because "the resignation demand raises questions arising in the administration of this Trust that must be resolved by the Court."¹⁴

J.P. Morgan has also filed and set for hearing on July 10-11, 2013, its Motion Requesting Court Approval to Retain Advisers, Seek Alternatives, and Expend Trust Assets. In this Motion, J.P. Morgan is asking the Court to approve a process to explore alternatives for the Trust, which may include an alternative structure, continuing a trust structure, or obtaining a successor trustee for the trust. The process proposed by J.P. Morgan requires Court approval of any alternatives and thus protects the interests of the trust and all beneficiaries unlike Plaintiffs' proposed forced resignation of the Trustee without any vetted or viable alternatives in place.

¹⁴ Counter-Petition, ¶4.13

In sum, Plaintiffs have the burden in seeking specific performance to present evidence supporting the Court's equitable discretion. Plaintiffs have presented no evidence enabling the Court to exercise such discretion with the full knowledge that removing J.P. Morgan as Trustee at this time is in the best interests of the Trust and its beneficiaries and would not cause harm to the Trust or its beneficiaries. For this reason as well, Defendants ask the Court to deny the Motion.

III. CONCLUSION AND PRAYER

Plaintiffs' Motion fails as a matter of law for multiple reasons. First, Plaintiffs have not proven that there is a valid and enforceable agreement requiring resignation upon demand by the beneficiaries as a condition of the trustee's appointment in 1951. Second, any alleged agreement was merged into the Final Decree which contains no such conditions. Third, Plaintiffs have failed to offer admissible proof that 51% of the owners of beneficial interests in the Trust have indeed demanded J.P. Morgan's resignation. Last, Plaintiffs have failed to offer any evidence to support the Court imposing the equitable remedy of specific performance and, in essence, depriving the trust of a trustee without any proof that a qualified successor is ready, willing and able to take over. For all of these reasons, Defendants pray that the Court deny Plaintiffs' Motion and grant Defendants such other relief to which they may be entitled.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER
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By: /s David Jed Williams

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State Bar No. 18175500
Kevin M. Beiter
State Bar No. 02059065
Rudy A. Garza
State Bar No. 07738200
David Jed Williams
State Bar No. 21518060

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing was served on the following, as indicated, on this the 2nd day of July, 2013:

Mr. Steven J. Badger VIA ELECTRONIC SERVICE AND/OR FAX
Ms. Ashley Bennett Jones
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44 Montgomery Street, Suite 3400
San Francisco, CA 94104

VIA ELECTRONIC SERVICE AND/OR FAX

/s David Jed Williams
David Jed Williams

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' THIRD AMENDED ANSWER

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 "Defendants"), file this Third Amended Answer to Plaintiffs' Fourth Amended Petition and Answer to Defendant JP Morgan's Counter-Petition and to any hereafter amended petition and would show the Court as follows:

I. GENERAL DENIAL

1.01

Subject to, reserving and without waiving their Plea in Abatement, Defendants deny generally the allegations contained in Plaintiffs' Fourth Amended Petition and Answer to Defendant JP Morgan's Counter-Petition and demand strict proof thereof.

II. DEFENSES AND AFFIRMATIVE DEFENSES

2.01

Defendants assert the defenses of the doctrine of estoppel, equitable estoppel and quasi-estoppel.

2.02

Defendants assert the defense of unclean hands.

2.03

Defendants assert the defense of laches.

2.04

Defendants assert the defense of merger in that any negotiations or agreements conducted prior to the Final Judgment dated February 12, 1951, merged into the Final Judgment dated February 12, 1951.

2.05

Defendants assert the defense of res judicata and collateral estoppel and assert that the Plaintiffs' claims regarding resignation and specific performance constitute an impermissible collateral attack on the Final Judgment dated February 12, 1951.

III. REIMBURSEMENT AND RECOVERY OF ATTORNEYS' FEES AND COSTS

3.01

Defendants seek reimbursement and recovery of their reasonable and necessary attorneys' fees and costs as may be equitable and just under Texas Property Code §114.064.

WHEREFORE, PREMISES CONSIDERED, Defendants pray that Plaintiffs take nothing by this suit, and that, upon final trial, Defendants recover their attorneys' fees, costs, costs of court, together with such other and further relief to which Defendants may be justly entitled.

Respectfully submitted,

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June 28, 2013

Via Telecopier

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FILED
DONNA KAY NEKINNEY
DISTRICT CLERK
BEXAR COUNTY
13 JUL -1 AM 7:47
BY [Signature]

Re: *John K. Meyer vs. JP Morgan Chase Bank, N.A. and as Trustee of the South Syndicate Trust and Gary P. Aymes* - Cause No. 2010-CI-10977, pending in the 225th Judicial District Court in Bexar County, Texas

Dear Counsel:

Please be advised that the hearing on Defendant JPMorgan Chase Bank, N.A.'s Motion Requesting Court Approval to Retain Advisers, Seek Alternatives, and Expend Trust Assets set for July 10th and July 11th at 9:30 a.m. before Judge Barbara Nellermoe will be an evidentiary

Counsel
June 28, 2013
Page 2

hearing and JPMorgan Chase Bank, N.A. intends to call Aaron Reber and a representative of Lazard Frères & Co. LLC to testify at that hearing.

If you have any questions please do not hesitate to contact me.

Sincerely,



Sara Hollan Chelette

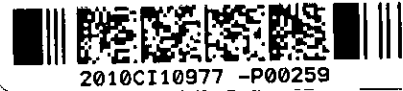
SHC:krs
Enclosure

cc: Mr. Benny Jasso, Bexar County Deputy Clerk
45th Judicial District Court
Bexar County Courthouse
100 Dolorosa
San Antonio, Texas 78205

Mr. Patrick K. Sheehan
Mr. David Jed Williams
Mr. Rudy Garza
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Document scanned as
filed.

JUDGE'S NOTES



CAUSE NO.: 2010CI10977

COURT: 225

DATE/TIME: 06/24/2013 01:30PM

SETTING COURT: 037

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

MARK RANDOLPH
JAMES DROUGHT
STEVEN BADGER
MATTHEW GOLLINGER
JOHN EICHMAN
MARK JOSEPHS

FILED
DONNA KAY MCKINNEY
DISTRICT CLERK
BEXAR COUNTY
13 JUN 27 PM 4:22
DEPUTY
BY *Mary Ann...*

TYPE OF MOTION OR APPLICATION: *Motion to Compel & Motion for Protective Order*
NON-JURY RESUMPTION OF HEARING ON ~~APPOINTMENT OF SPECIAL MASTER~~ GHS

CONFERRING _____ ESTIMATE HEARING TIME 2 hrs.
AGREED ORDER _____ ASSIGNED COURT 37th
DROP _____ RECORD TAKEN Yes, by
INTERPRETER _____ RESET DATE _____ TIME 7

DATE OF NOTES 6-27-2013 JUDGE INITIALS MA

Ct. made rulings on Def's Mtn. to Compel & Plaintiff's Motion for Protective Order. Ct. permitted categories of discovery & did not permit other categories as stated on the record.

JUDGE'S NOTES



CAUSE NO.: 2010CI10977

COURT: 225

DATE/TIME: 06/12/2013 01:30PM

SETTING COURT: 037

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

DISCOVERY LEVEL: 2

ATTORNEY(S) FOR CASE:

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PATRICK SHEEHAN
JIM FLEGLE
JOHN MASSOPUST
RUDY GARZA
DAVID WILLIAMS
RICHARD TINSMAN

MARK RANDOLPH
JAMES DROUGHT
STEVEN BADGER
MATTHEW GOLLINGER
JOHN EICHMAN
MARK JOSEPHS

FILED
DONNA KAY HEKINNEY
DISTRICT CLERK
BEXAR COUNTY
13 JUN 27 PM 4:22
DEPUTY
B. Randolph

TYPE OF MOTION OR APPLICATION:

NON-JURY RESUMPTION OF HEARING ON APPOINTMENT OF SPECIAL MASTER

GHS

CONFERRING _____ ESTIMATE HEARING TIME 2 hrs.
AGREED ORDER _____ ASSIGNED COURT 37th
DROP _____ RECORD TAKEN Yes, by
INTERPRETER _____ RESET DATE _____ TIME _____

DATE OF NOTES 6-27-2013

JUDGE INITIALS ME

- Ct. advised the parties that, absent agreement of the parties, the Court would not appoint a discovery master.
- Case was reset to 6/24/2013, at 1:30 p.m., in the 37th, for the Court to rule on Defendant's Motion to Compel & Plaintiff's Motion For Protective Order.



HORNBERGER SHEEHAN FULLER BEITER

WITTENBERG & GARZA
INCORPORATED



Patrick K. Sheehan
psheehan@hsfblaw.com

July 3, 2013

VIA HAND DELIVERY

The Honorable Judge Barbara Hanson Nellerroe
Bexar County Courthouse
100 Dolorosa
San Antonio, Texas 78205

FILED
DONNA KAY MCKINNEY
DISTRICT CLERK
BEXAR COUNTY
13 JUL -3 PM 1:09
BY [Signature]

Re: Cause No. 2010-CI-10977, *John K. Meyer, et al. vs. JP Morgan Chase Bank, N.A., et al.*, in the 225th Judicial District Court of Bexar County, Texas

Dear Judge Nellerroe:

Enclosed are copies of: 1) Defendants' Response to Plaintiffs' Motion for Partial Summary Judgment; and 2) Defendants' Third Amended Answer filed yesterday in the above-referenced matter. Thank you.

Sincerely,

Patrick K. Sheehan

PKS:sr
Enclosures

Document scanned as filed.

cc (w/o enclosures):

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July 3, 2013

Page 2

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FILED
DONNA KAY MCKINNEY
DISTRICT CLERK
BEXAR COUNTY

13 JUL -3 PM 1:09

DEPUTY



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HAND-DELIVERED

The Honorable Judge Barbara Hanson Neller
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July 9, 2013

Ms. Jennifer Contreras, Clerk of Court
225TH DISTRICT COURT, BEXAR COUNTY
100 Dolorosa, 4th Floor
San Antonio, Texas 78205

Via E-Filing

RE: Cause No. 2010-CI-10977 (as consolidated); *John K. Meyer, et al. v. JP Morgan Chase Bank, N.A., et al.*; In the 225th Judicial District Court, Bexar County, Texas

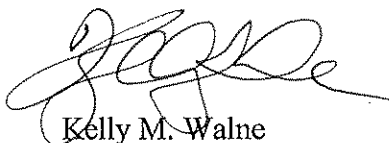
Dear Ms. Contreras:

On July 8, 2013, the undersigned filed the Original Petition in Intervention on behalf of several intervenors, collectively referred to therein as the "Washburn Intervenors." However, inadvertently, four parties were included and four others omitted.

With regard to those that were improperly named—specifically, Mary Bly, Micah Bly, Dwight D. Sholes, and Rebecca C. Sholes—they are not part of the Washburn Intervenors and, therefore, are not, in fact, parties to this case nor are they represented by the undersigned. On the other hand, as reflected by the Washburn Intervenors' First Amended Petition in Intervention, Julia Washburn, Anthony A. McLean, Ian McLean, and Christopher McLean are parties to this case, as members of the Washburn Intervenors, and are represented by the undersigned.

I apologize for any confusion that this may have caused, but if you have any questions or concerns, please do not hesitate to contact me. I appreciate your assistance with and prompt attention to this matter. Thank you.

Very truly yours,



Kelly M. Walne

Enclosures

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Exhibit 1

Exhibit 2

Exhibit 3

Exhibit 4

Exhibit 5

Exhibit 6

Exhibit 7

Exhibit 8

Exhibit 9

Exhibit 10

Exhibit 11

Exhibit 12

Exhibit 13

Exhibit 14

Exhibit 15

Exhibit 16

Exhibit 17

C O P Y

NO. F-62,656

FRED W. SHIELD, ET AL.) IN THE DISTRICT COURT,
) 73RD JUDICIAL DISTRICT,
VS.) BEXAR COUNTY, TEXAS.
EVA M. BARRINGTON, ET AL.)

FINAL DECREE

On this 12 day of February, 1951, came on to be heard the above numbered and entitled cause, and came the plaintiffs, Fred W. Shield and George W. Herd, as independent executors of the estate of John T. Pearson, deceased, and George W. Herd, individually, by their attorneys of record, and came all the defendants, Eva M. Barrington, feme sole, Evalyn F. Barrington, feme sole, Bruchholz & Company, John S. Carney, Pamela W. Christy, joined by her husband, Kenneth L. Christy, Nellie B. Clark, joined by her husband, Tracy H. Clark, J. J. Delehanty, George A. Doney and Mrs. Mary A. Doney, First Nat'l. Bank & Trust Co. of Minneapolis as Trustee for Maud Douglas, First Nat'l. Bank & Trust Co. of Minneapolis and Henrietta J. Ward as Trustees under Par. III of Last Will and Testament of Louis H. Piper, deceased, First Nat'l. Bank & Trust Co. of Minneapolis and Henrietta J. Ward as Trustees under Par. IV of Last Will & Testament of Louis H. Piper, deceased, First Nat'l. Bank of Minneapolis and Harry C. Piper as Trustees under Agreement with Harry C. Piper and Louise G. Piper dated January 27, 1937, Mary Denfeld French, joined by her husband, Charles Dashiell French, William E. Gage and Empire National Bank of St. Paul executors of the Will of Florence A. Gage, Pauline Warner Graham joined by her husband, Frank N. Graham, Dorothy Warner Griffis and husband W. A. Griffis, Effie W. Lamberton, Barbara Warner McCampbell and husband, Richard J. McCampbell, Carolyn McLean, feme sole, Charles Russell McLean, C. R. McLean, Jr., C. R. McLean, Trustee under the Last Will & Testament of Mildred Washburn McLean, deceased, John W. McLean, Malcolm McLean, Marion Day Mullins, feme sole, North & Company, Charlotte Warner Orlady, feme sole, Perkins & Co., Miss Alice S. Piper, feme sole, Edmund L. Piper, George F. Piper, George F. Piper, Jr., Harry C. Piper and wife Louise G. Piper, Louis Hunter Piper, Nina P. Piper, joined by her husband, George F. Piper, Eleanor Warner Salisbury, joined by her husband, Willis R. Salisbury, Virginia Warner Luethi, joined by her husband, Carl F. Luethi, Lucy B. Sine, Limited, Henrietta J. Ward, feme sole, Dorothy McKnight Warner, feme sole, Individually and as Independent Executrix of the Estate of Donald A. Warner, deceased, Donald A. Warner, Jr., Ellsworth A. Warner,

Florence Gertrude Warner, feme sole, Harold L. Warner, trustee of Katherine B. Warner under agreement of December 7, 1929, Henry T. Warner, Maurice A. Warner, Maurice A. Warner, Jr., Munroe F. Warner, Rose Warner, feme sole, William Piper Warner, Zelma G. Warner, feme sole, Miss Hope Washburn, feme sole, Julia Genevieve Washburn, feme sole, Martha Hooker Washburn, feme sole, Martha Hooker Washburn as Trustee U/W of John Lawrence Washburn, deceased, Abbott McConnell Washburn, Jr. and Ruby Risk Washburn, feme sole and filed written waivers of citation and answered and by their several answers adopted the prayer to plaintiffs' petition and consented to the appointment of The Alamo National Bank, of San Antonio, as Successor Trustee of the liquidating trust known as "South Texas Syndicate"; and it appearing to the Court that the plaintiffs, together with the defendants, constitute all of the beneficiaries of said liquidating trust or the legal representatives of said beneficiaries, and that there is, therefore, no disputed issue of fact for submission to a jury, and, no jury having been demanded, that this cause should be heard by the Court without the intervention of a jury; and the Court having heard and considered the pleadings, evidence and argument of counsel, finds that each and all of the facts alleged in plaintiffs' petition herein are true and that The Alamo National Bank, of San Antonio, should be appointed the Successor Trustee of said trust as prayed by plaintiffs and consented to by all of the defendants; and subsequent to the announcement of such decision by the Court The Alamo National Bank, of San Antonio, having filed with the Court its acceptance of said appointment:

IT IS ORDERED, ADJUDGED AND DECREED that The Alamo National Bank, of San Antonio, Texas, is hereby appointed as Trustee without bond of the liquidating trust known as "South Texas Syndicate" to succeed John T. Pearson, deceased, as Trustee of said trust, and the said The Alamo National Bank, of San Antonio, is hereby invested with all of the powers and shall be charged with all of the duties set forth in the declaration of trust contained in the certificates of beneficial interest as set forth in "Exhibit A" to plaintiffs' petition herein, except that the last paragraph of the certificates to be issued by the said The Alamo National Bank as Trustee shall, in lieu of the last paragraph as contained in said certificates, be as follows:

In case of our resignation or removal, we agree to convey and deliver all of the then trust property to such successor as the beneficiaries, or the court in which proceedings may be had for the appointment of a successor, shall appoint;

and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said The Alamo National Bank, of San Antonio, is permitted to resign as Trustee upon giving sixty days notice in writing to the then beneficial owners of record of said liquidating trust known as "South Texas Syndicate" and the said The Alamo National Bank, of San Antonio, is authorized and directed to continue the orderly liquidation of the said trust property, such liquidation to be at such time and in such manner as the Trustee may, in the exercise of prudence and in its good judgment and in conformity with the overall purpose of liquidation, determine; and,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said The Alamo National Bank, of San Antonio, be compensated for its services as Trustee from the receipts and assets of said liquidating trust as follows:

1. An opening fee of \$500.00,
2. A final disbursement and closing fee of \$500.00,
3. On all sales of trust assets a reasonable compensation,
4. For the routine services and responsibilities as Trustee, including taking title of trust properties, ordinary management of trust properties, assessing of the trust properties for taxation, appearing before boards of equalization, receiving, checking and disbursing of the royalties from trust properties, $2\frac{1}{2}\%$ of the disbursements with a minimum fee of \$300.00 per month;
5. For extraordinary services which the Trustee may be called upon to perform in connection with the trust estate, a reasonable fee for such services,
6. Reimbursement for actual out-of-pocket expense and reasonable attorneys' and accountants' fees incurred in connection with the said trust properties;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest in and to the hereinafter described property heretofore vested in John T. Pearson, now deceased, as Trustee of said liquidating trust, is hereby divested out of the said John T. Pearson and the plaintiffs herein as his independent executors, and all right, title and interest heretofore vested in said deceased Trustee is hereby vested in the said The Alamo National Bank, of San Antonio, Texas, as Trustee of said liquidating trust, and the plaintiffs, Fred W. Shield and George W. Herd, as independent executors of the estate of the said John T.

Pearson, deceased, are hereby ordered and directed to convey all of the right, title and interest in and to said property and to deliver possession thereof to the said The Alamo National Bank, as such Trustee, the said property being described as follows:

The oil, gas and other minerals in and under the property known as the Washburn Ranch, consisting of 132,000 acres of land, more or less, in LaSalle and McMullen Counties, in the State of Texas, said land being covered by and described in the deed executed by E. C. Warner and others to A. Mc C. Washburn dated January 30, 1932, recorded in Book Z-2, pages 278 to 297, of the Deed Records of LaSalle County, Texas, and in Book 10, pages 59 to 73, of the Deed Records of McMullen County, Texas, being all of the oil, gas and mineral interest and rights heretofore retained in conveyances of lands comprising said ranch heretofore executed by the said John T. Pearson, as Trustee, together with all of the rights and appurtenances appertaining thereto, together with all of the personal property of every kind, cash on hand, accounts receivable, claims, demands, books, records and other property of every kind vested in or held by the said John T. Pearson, as Trustee of said trust, or to which he was entitled upon the date of his death as well as such moneys and property received by said executors after the death of said John T. Pearson for the use and benefit of said trust, except such moneys as have been paid out in connection with the operation and preservation of the trust by the said executors pending the appointment of a successor Trustee and except such amounts due the said executors as commissions for their services in connection with the operation and preservation of the trust properties pending the appointment of a successor Trustee; and

It is further ORDERED, ADJUDGED and DECREED that all costs of this proceeding including reasonable attorneys fees be adjudged against the plaintiffs herein to be paid out of the funds of the liquidating trust known as "South Texas Syndicate" and it appearing to the Court that all of such costs have been paid prior to the signing hereof, this decree is entered fully satisfied as to costs.

SIGNED this 12 day of February, 1931.

/s/ Delos Finch
Judge Presiding

CERTIFICATE

THE STATE OF TEXAS, }
COUNTY OF BEXAR. }

I, HART McCORMICK, Clerk of the District Courts of Bexar County, Texas, do hereby certify that
the above and foregoing is a true and correct copy of the original
PLAINTIFF'S ORIGINAL PETITION FILED: NOV. 29, 1950
FINAL DECREE Vol. 60 Page 345-347

In Cause No. F— 62656 , wherein FRED W. SHIELD, ET AL
ARE Plaintiffs, and EVA BARRINGTON, ET AL

ARE Defendant S, as the same appears on file in my office.

WITNESS, HART McCORMICK, Clerk of the District Courts of Bexar County, Texas.

Given under my hand and seal of said Courts, at office in the City of San Antonio, Texas,
this 20th day of February, A. D. 19 51

Hart McCormick,
Clerk, District Courts, Bexar County, Texas

By *Pauline Mills* Deputy.

CERTIFICATE OF RECORD

STATE OF TEXAS
COUNTY OF LA SALLE

I, Geo. E. Cook, Clerk, in and for said State and County, do hereby certify that the above instrument
of writing, with its certificates of authentication was filed for record in my office this 4th day of Apr.
A. D. 1951, at 2:30 o'clock P. M., and duly recorded the 5th day of April A. D
1951, at 3:45 o'clock P. M., in the Deed Records of La Salle County,
Vol. Q-4 on pages 246

Witness my hand and the seal of the County Court of said County, at the office in Cotulla, Texas, the
day and year last above Written.

By *Amy M. Gray* Amy M. Gray
GEO. E. COOK

THE STATE OF TEXAS, {
COUNTY OF McMULLEN. }

I, Sam Franklin, 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 17th day of April A. D. 19 57, at 11:00 o'clock A. M., and duly recorded the 24th day of April A. D. 19 57, at 1:30 o'clock P. M., in the Deed Records of said County, in Volume 49 on pages 278-285.

Witness my hand and the seal of the County Court of said County at office in Tilden, Texas, the day and year last above written.

Sam Franklin
Clerk, County Court, McMullen County, Texas.
By Heady Wheeler Deputy.

Exhibit 18

Exhibit 19

Exhibit 20

Exhibit 21

Exhibit 22

Exhibit 23

Exhibit 24

Exhibit 25



Linda E. Donohoe
(214) 953-5776 (Direct Dial)
(214) 661-6621 (Direct Fax)
ldonohoe@jw.com

January 18, 2013

Richard E. Tinsman
Tinsman & Sciano, Inc.
10107 McAllister Freeway
San Antonio, TX 78216

Dear Mr. Tinsman:

I am sending you this letter to follow-up our earlier telephone conversation. As you are aware, Jackson Walker L.L.P. represents J.P. Morgan in its capacity as trustee (the "Trustee") of the South Texas Syndicate Trust (the "Trust"). As we discussed, the concerns raised by your client, Jack Meyer, that the Trustee, on behalf of the Trust, will engage in a transaction to sell the assets of the Trust in the near term are unfounded. I am informing you that no offer or proposal for a transaction for the sale of the assets of the Trust is currently being evaluated by the Trustee, nor do we have any reason to believe that such a transaction will or could be consummated within the next thirty (30) days.

Sincerely,

Linda E. Donohoe

Exhibit 26

Exhibit 27

Exhibit 28

Exhibit 29

Exhibit 30

EXHIBIT "1"

(Consolidated Under)
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

AFFIDAVIT OF PATRICK K. SHEEHAN IN SUPPORT OF DEFENDANTS'
RESPONSE TO PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT
REGARDING TRUSTEE RESIGNATION

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared Patrick K. Sheehan, known to me to be the person whose name is subscribed to the following instrument, who having been duly sworn, on his oath, deposes and states as follows:

1. “My name is Patrick K. Sheehan. I am over eighteen years of age, I have never been convicted of a crime of moral turpitude, and I am of sound mind and competent and capable of making this Affidavit and have personal knowledge of the facts stated herein (as reflected by my involvement here as set out in the paragraphs below), which are true and correct.


2. I am lead counsel for 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 “Defendants”) in the above-referenced and captioned lawsuit.

3. Attached is a true and correct copy of the document herein described.

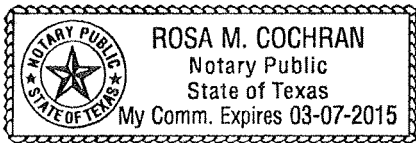
4. Defendants intend for the Court to consider the specific document described in

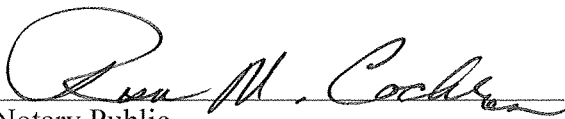
this Affidavit as support of Defendants' Response to Plaintiffs' Motion for Partial Summary Judgment regarding Trustee Resignation ("Response"). This document is incorporated by reference into the Response as if fully stated therein.

5. The letter from John Massopust to Patrick Sheehan dated February 25, 2013 is attached hereto as Exhibit 1.


Patrick K. Sheehan

Sworn to and subscribed before me, a Notary Public, on this 1st day of July, 2013.




Notary Public



500 WASHINGTON AVENUE SOUTH - SUITE 4000
MINNEAPOLIS, MINNESOTA 55415
612-339-2020 MAIN 612-336-9100 FAX

JOHN MASSOPUST
JMassopust@zelle.com
(612) 336-9109

February 25, 2013

VIA EMAIL

Patrick Sheehan
Hornberger Sheehan Fuller Beiter Wittenberg & Garza, Inc.
7373 Broadway, Suite 300
San Antonio, TX 78209

RE: Cause No. 2010-CI-10977, *John K. Meyer, et al. vs. JP Morgan Chase Bank, N.A., et al*, in the 225th Judicial District Court of Bexar County, Texas

Dear Mr. Sheehan:

I am in receipt of your request for additional information dated February 20, 2013.

1. You requested identity of the documents that contain or reference the "terms and conditions" of J.P. Morgan's agreement to resign as Trustee if requested by 51% of the beneficial interests.

The documents were produced in Cause No. 2010-CI-10977 from the STS Trust files maintained by J.P. Morgan (Bates number range Defendants 039228 - 039274) which concluded in the following agreement by Herbert S. Croft, Vice President and Trust Officer, The Alamo National Bank, "We agree to resign at any time so authorized by the holders of not less than fifty-one (51) percent of the total shares in the Trust Estate, evidenced at the time by the Certificates of Beneficial Interest outstanding, by vote at a meeting or in writing with or without a meeting." See Defendants 039230.

2. You requested that I advise you as to what contract was breached and why I allege J.P. Morgan is in breach of it as referenced in my February 19th letter.

It is the agreement negotiated by Herbert S. Croft on behalf of the Alamo National Bank referenced in response to question #1 above. J.P. Morgan is in breach because it has received written notice from the holders of in excess of fifty-one (51) percent of the beneficial interests requesting its resignation as Trustee of the STS Trust and it has not agreed to resign.



Patrick Sheehan
February 25, 2013
Page 2

3. You requested that I identify the proposed successor Trustee.

Until you confirm that J.P. Morgan will resign as Trustee of the STS Trust, I do not believe it is appropriate to answer your questions regarding the successor Trustee.

4. You requested that I describe the "orderly transition to a successor Trustee."

Based on J.P. Morgan's agreement, "In case of the resignation or removal of the Bank as Trustee, it agrees to convey and deliver all of the then trust property to such successor as the beneficiaries, or the Court in which proceedings may be had for the appointment of a successor, shall appoint", we expect J.P. Morgan to convey and deliver all trust property to the successor Trustee as appointed by the Beneficiaries. I do not believe that Court involvement is necessary.

Please confirm that J.P. Morgan will resign as Trustee of the STS Trust.

Kind regards,



John Massopust

EXHIBIT "2"

(Consolidated Under)
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

AFFIDAVIT OF GARY P. AYMES

STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared Gary P. Aymes, known to me to be the person whose name is subscribed to the following instrument, who having been duly sworn, on his oath, deposes and states as follows:

1. “My name is Gary P. Aymes. I am over eighteen years of age, I have never been convicted of a crime of moral turpitude, and I am of sound mind and competent and capable of making this Affidavit and have personal knowledge of the facts stated herein, which are true and correct.

2. I am an Executive Director of JP Morgan Chase Bank (“JP Morgan”), a Defendant in this lawsuit. I am the JP Morgan trust officer primarily responsible for administration of the South Texas Syndicate Trust.

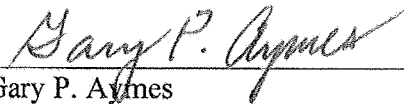
3. Attached is a true and correct copy of the document herein described.

4. Defendants intend for the Court to consider the specific document described in the Affidavit as support of Defendants’ Response to Plaintiffs’ Motion for Partial Summary Judgment (“Response”). This document is incorporated by reference into the Response as if

fully stated therein.

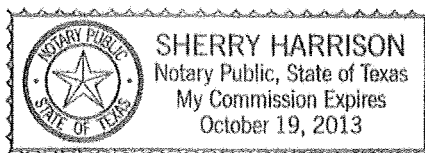
5. Attached as Exhibit 2 is a letter dated November 16, 1950 from Paul Reyerson of the First National Bank, Minneapolis, Minnesota to P.H. Swearingen, Jr. with a copy shown to Mr. Reagan Houston, President of Alamo National Bank. J.P. Morgan is the successor in interest to Alamo National Bank. Exhibit 2 is a document that was located in the possession of J.P. Morgan, Trustee, in a file that was part of the historical documents of the STS Trust kept and preserved by J.P. Morgan, Trustee. Exhibit 2 was located in a place where it was likely to be and in a condition so as to create no suspicion as to its authenticity. Based upon my knowledge of the safekeeping of the STS historical records, the condition of the document, the names contained in the document, and the date of the document, it is my testimony that Exhibit 2 has been in existence well over 20 years.

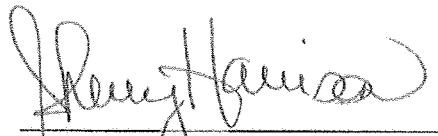
FURTHER AFFIANT SAYETH NOT.



Gary P. Aymes

SUBSCRIBED AND sworn to before me on the 2nd day of July 2013.





Notary Public in and for the
State of Texas