

PR-11-3238-3

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November 28, 2011

Via email tcantrell@hunton.com

Mr. Tom Cantrell
Hunton & Williams
1445 Ross Avenue
Suite 3700
Dallas, Texas 75202

RE: ***Estate of Max D. Hopper, Deceased: Jo N. Hopper v. JPMorgan Chase Bank, N.A.,
Stephen B. Hopper and Laura Wassmer; Cause No. PR-11-3238-3/Rule 11
Agreement***

Dear Tom:

Per your recent email and our call thereafter, and given everything that has happened, Mrs. Hopper would be willing to make the following accommodation and agreement set forth herein:

As background, as you know, a daily charge has been imposed by Mrs. Hopper against the Bank/Administrator for the failure to remove the furniture timely. The Bank Administrator has acknowledged receipt of Mrs. Hopper's demand for a daily storage charge, but has not agreed that such a charge should be paid. Given recent events, and the fact that the furniture has still not been moved, and without prejudicing either: Mrs. Hopper's claim to an accrued storage fee charge, or future fees, nor the Bank/Administrator's objections to such a charge(s), Mrs. Hopper and the Bank/Administrator have agreed to an abatement (temporarily – as set out below) of any storage charge commencing November 28 and continuing as provided below.

The agreement is as follows:

- a. Starting on November 28, there will be no continuing daily storage charge for the period beginning November 28 and ending as provided below;

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Mr. Tom Cantrill
November 28, 2011
Page 2

- b. This temporary suspension of the imposition of charges will continue until one week following the conclusion of the Mediation as ordered by the Court between the parties, or, until a mediation impasse is declared, whichever event is later-in-time (the "stay").
- c. During the term of this "stay", the furniture at Robledo will remain in place and not be required to be moved by the Bank/Administrator until the time period set forth in "b" above has been met. That is, (purely for example) if the mediation is held on January 31, 2012 and the mediation is unsuccessful or an impasse is declared that day, the furniture would not be required to be moved by the Bank until one week thereafter (again without any further storage charge imposed by Mrs. Hopper from the date of impasse and then during that one week period). After that week has expired, if the furniture still had not been moved by that (later) date, then Mrs. Hopper will again seek to impose a daily storage charge, as the "stay" is then over.
- d. The furniture would remain in place during this temporary period (through the "stay" period) as set out above of "no storage charges".
- e. In the interim, the Bank/Administrator is free to send out a mover to inspect the items ultimately to be moved, for purposes of such a possible future move. Mrs. Hopper will cooperate in allowing the moving company representative in the house to review the contents to be (ultimately) possibly moved.

Nothing about this Agreement waives in any way any charges incurred by the Bank/Administrator to date in regard to the wine or furniture, as demanded and referenced heretofore; nor is it an agreement by the Bank/Administrator as to the correctness of any such charges, or that any such charges can properly be assessed by Mrs. Hopper previously or hereafter.

If the above accurately reflects the Agreement between the parties as agreed by you and us, please sign below and return this to our offices so that we may file this Agreement with the Court as a Rule 11 Agreement pursuant to the Texas Rules of Civil Procedure. The parties further agree this Rule 11 need not be filed to be effective and is effective upon signatures by us both for our respective clients.

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

Mr. Tom Cantrill
November 28, 2011
Page 3

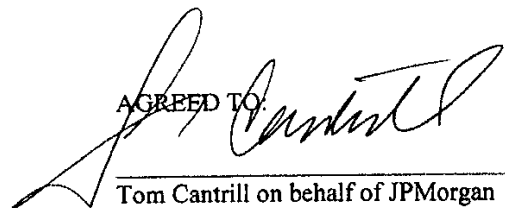
Sincerely,

James Albert Jennings
For Plaintiff Jo N. Hopper

JAJ:je

Cc: Michael Graham
Client

AGREED TO:



Tom Cantrill on behalf of JPMorgan
Chase Bank, N.A., in all capacities

Dated: 11/28/11