

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.

IN THE DISTRICT COURT

VS.

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

*[Handwritten signature]*  
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§

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**DEPOSITION SUBPOENA DUCES TECUM TO PRODUCE DOCUMENTS  
ISSUED IN THE NAME OF THE STATE OF TEXAS**

**TO ANY PEACE OFFICER, CONSTABLE OF THE STATE OF TEXAS OR OTHER  
PERSON DULY AUTHORIZED TO SERVE OR EXECUTE SUBPOENAS:**

This Subpoena is directed to:

**CUSTODIAN OF RECORDS FOR:**

**SAN ISIDRO DEVELOPMENT CO.  
c/o Blackstone Dilworth  
400 FM 534  
Sandia, Texas 78383**

*[Handwritten signature]*  
DEPUTY  
2014  
14 JUL 14 PM 2:22  
FILED  
DOHNA KAY MCKINNEY  
DISTRICT CLERK  
BEXAR COUNTY

This Subpoena directs the Custodian of Records for SAN ISIDRO DEVELOPMENT CO.,  
to appear at **10:00 a.m. on August 4, 2014**, before a notary public at the following location:

**400 FM 534  
Sandia, Texas 78383**

and answer under oath written questions to be propounded by counsel for Defendant and to produce for inspection and photocopying the documents and records described on Exhibit "A" attached to the Notice Duces Tecum of Intent to Take Deposition by Written Questions served with and attached to this Subpoena.

This Subpoena is issued at the instance and request of Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust. The attorneys of record for Defendant are: Patrick K. Sheehan and David Jed Williams, Hornberger Sheehan Fuller & Garza Incorporated, The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, Texas 78209.

**THIS SUBPOENA IS ISSUED UNDER TEXAS RULE OF CIVIL PROCEDURE 176. RULE 176.8(a) STATES: FAILURE BY ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED UPON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS**

**ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.**

This Subpoena is issued by David Jed Williams, attorney for Defendant, on behalf of Defendant.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams

Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700  
Dallas, Texas 75202  
(214) 979-3000 - Telephone  
(214) 880-0011 - Facsimile  
Charles A. Gall  
State Bar No. 07281500  
John C. Eichman  
State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**RETURN**

CAME TO HAND ON THE 8<sup>th</sup> DAY OF July 2014, AT 9:00 O'CLOCK  
P.M. AND EXECUTED (~~NOT EXECUTED~~) ON THE 9<sup>th</sup> DAY OF July 2014, BY  
DELIVERING TO **BLACKSTONE DILWORTH**, A TRUE COPY OF THIS SUBPOENA  
UPON WHICH I ENDORSED THE DATE OF DELIVERY. CAUSE OF FAILURE TO  
EXECUTE THIS SUBPOENA IS \_\_\_\_\_

TOTAL FEES: \$ \_\_\_\_\_

Live Oak County, TX

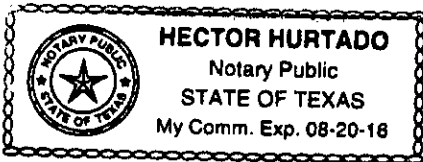
~~HAMILTON~~ COUNTY, TEXAS  
Live Oak

BY: Mike McEwen # SCH2243  
Mike McEwen Exp. 8-31-15

**NON-PEACE OFFICER VERIFICATION**

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO THIS 14 DAY OF July 2014.



[Signature]  
Notary Public, State of Texas

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

**NOTICE OF INTENTION TO TAKE DEPOSITION BY WRITTEN QUESTIONS  
WITH DUCES TECUM**

Defendant JPMORGAN CHASE BANK, N.A. INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST will take a deposition by written questions of the Custodian of Records for **SAN ISIDRO DEVELOPMENT CO.**, at the following date, time, and place:

Date: **August 4, 2014**

Time: **10:00 a.m.**

Place: **SAN ISIDRO DEVELOPMENT CO.  
400 FM 534  
Sandia, Texas 78383**

Notice is further given that the witness shall produce at the deposition for inspection and photocopying the documents and records listed and described on the attached Exhibit "A."

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams  
Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700

Dallas, Texas 75202

(214) 979-3000 - Telephone

(214) 880-0011 – Facsimile

Charles A. Gall

State Bar No. 07281500

John C. Eichman

State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of this deposition notice was served upon the following, in the manner indicated, on July 8, 2014:

Mr. George Spencer, Jr. **VIA EMAIL**  
Mr. Robert Rosenbach  
CLEMENS & SPENCER  
112 East Pecan St., Suite 1300  
San Antonio, Texas 78205

Mr. James L. Drought **VIA EMAIL**  
Mr. Ian Bolden  
DROUGHT DROUGHT & BOBBITT, LLP  
112 East Pecan St., Suite 2900  
San Antonio, Texas 78205

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

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

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

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

Mr. Fred W. Stumpf **VIA EMAIL**  
GLAST, PHILLIPS & MURRAY  
Nine Greenway Plaza, Suite 3100  
Houston, Texas 77046

*s/David Jed Williams*  
David Jed Williams

JOHN K. MEYER, ET. AL.

VS.

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

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IN THE DISTRICT COURT

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**DEPOSITION ON WRITTEN QUESTIONS PROPOUNED UPON THE WITNESS,  
CUSTODIAN OF RECORDS FOR SAN ISIDRO DEVELOPMENT CO.**

1. Please state your full name, business address, and official title.

**ANSWER:**

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2. Did you receive a subpoena for the production of the documents and records listed and described on Exhibit "A" attached to these questions?

**ANSWER:**

---

3. Have these documents and records been produced for this deposition, bates numbered, and delivered to the officer taking this deposition?

**ANSWER:**

---

4. Are you the custodian of these documents or records for **SAN ISIDRO DEVELOPMENT CO.?**

**ANSWER:**

---

5. What is the Bates number range for the documents and records produced for this deposition?

**ANSWER:**

---

6. Are the documents and records produced for this deposition originals or photocopies of the original documents?

**ANSWER:**

\_\_\_\_\_

7. Are the documents and records produced for this deposition memoranda, reports, records or data compilations of acts, events, or conditions made at or near the time by or from information transmitted by, a person with knowledge?

**ANSWER:**

\_\_\_\_\_

8. Are these documents and records kept in the course of a regularly conducted business activity of **SAN ISIDRO DEVELOPMENT CO.?**

**ANSWER:**

\_\_\_\_\_

9. Was it the regular practice of the business activity of **SAN ISIDRO DEVELOPMENT CO.**, to make the memorandum, report, record or data compilation reflected in these documents and records?

**ANSWER:**

\_\_\_\_\_

\_\_\_\_\_  
WITNESS, CUSTODIAN OF RECORDS FOR  
**SAN ISIDRO DEVELOPMENT CO.**

I \_\_\_\_\_, a Notary Public in and for the State of Texas, do hereby certify that the forgoing answers of the witness were made by the said witness and sworn to and subscribed before me.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Texas



**EXHIBIT "A"**

Please produce the following documents relating to the leases described below:

- The executed leases;
- Any option agreements, letters of intent to lease or side agreements relative to the leases;
- Any agreements relative to amendment, modification or extension of the leases;
- Any lease data sheets relative to the lease;
- Sufficient documents to identify the bonus paid for the lease (total bonus and bonus per net mineral acre);
- Any Lease Purchase Report ("LPR") and;
- Any receipt or paid draft relative to the leases

- 
1. Seismic Memorandum, dated 9/1/2006 from Frost National Bank, Trustee, as Grantor, to SAN ISIDRO DEVELOPMENT CO., as Grantee, recorded in Volume 452 Page 432 Oil and Gas Lease Records McMullen County, Texas, comprising 16,089.56 acres of land, more or less, in such county.

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.

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IN THE DISTRICT COURT

VS.

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

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**DEPOSITION SUBPOENA DUCES TECUM TO PRODUCE DOCUMENTS  
ISSUED IN THE NAME OF THE STATE OF TEXAS**

**TO ANY PEACE OFFICER, CONSTABLE OF THE STATE OF TEXAS OR OTHER  
PERSON DULY AUTHORIZED TO SERVE OR EXECUTE SUBPOENAS:**

This Subpoena is directed to:

**CUSTODIAN OF RECORDS FOR:**

**EDWARD G. VAUGHAN  
1580 S. Main Street, Suite 200  
Boerne, Texas 78006**

FILED  
DONNA KAY MCKINNEY  
DISTRICT CLERK  
BEXAR COUNTY  
14 JUL 14 PM 2:23  
DEPUTY  
BY *Bonnie A. Davis*

This Subpoena directs the Custodian of Records for EDWARD G. VAUGHAN to appear at 10:00 a.m. on August 6, 2014, before a notary public at the following location:

**1580 S. Main Street, Suite 200  
Boerne, Texas 78006**

and answer under oath written questions to be propounded by counsel for Defendant and to produce for inspection and photocopying the documents and records described on Exhibit "A" attached to the Notice Duces Tecum of Intent to Take Deposition by Written Questions served with and attached to this Subpoena.

This Subpoena is issued at the instance and request of Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust. The attorneys of record for Defendant are: Patrick K. Sheehan and David Jed Williams, Hornberger Sheehan Fuller & Garza Incorporated, The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, Texas 78209.

**THIS SUBPOENA IS ISSUED UNDER TEXAS RULE OF CIVIL PROCEDURE 176. RULE 176.8(a) STATES: FAILURE BY ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED UPON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS**

**ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.**

This Subpoena is issued by David Jed Williams, attorney for Defendant, on behalf of Defendant.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams

Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700  
Dallas, Texas 75202  
(214) 979-3000 - Telephone  
(214) 880-0011 - Facsimile  
Charles A. Gall  
State Bar No. 07281500  
John C. Eichman  
State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**RETURN**

CAME TO HAND ON THE 10<sup>th</sup> DAY OF July 2014, AT 11:00 O'CLOCK  
P.M. AND EXECUTED (~~NOT EXECUTED~~) ON THE 11<sup>th</sup> DAY OF July 2014, BY  
DELIVERING TO **EDWARD G. VAUGHAN**, A TRUE COPY OF THIS SUBPOENA UPON  
WHICH I ENDORSED THE DATE OF DELIVERY. CAUSE OF FAILURE TO EXECUTE THIS  
SUBPOENA IS \_\_\_\_\_

TOTAL FEES: \$ \_\_\_\_\_

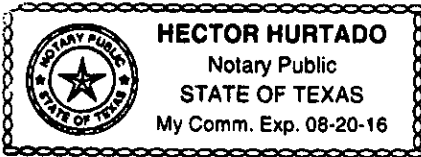
Kendall County, TX  
KENDALL COUNTY, TEXAS

BY: Mike McEwen # 5CH2243  
Mike McEwen Exp. 8-31-15

**NON-PEACE OFFICER VERIFICATION**

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO THIS 14 DAY OF JULY 2014.



[Signature]  
Notary Public, State of Texas

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

**NOTICE OF INTENTION TO TAKE DEPOSITION BY WRITTEN QUESTIONS  
WITH DUCES TECUM**

Defendant JPMORGAN CHASE BANK, N.A. INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST will take a deposition by written questions of the Custodian of Records for EDWARD G. VAUGHAN, at the following date, time, and place:

Date: **August 6, 2014**

Time: **10:00 a.m.**

Place: **EDWARD G. VAUGHAN  
1580 S. Main Street, Suite 200  
Boerne, Texas 78006**

Notice is further given that the witness shall produce at the deposition for inspection and photocopying the documents and records listed and described on the attached Exhibit "A."

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams  
Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700

Dallas, Texas 75202

(214) 979-3000 - Telephone

(214) 880-0011 – Facsimile

Charles A. Gall

State Bar No. 07281500

John C. Eichman

State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of this deposition notice was served upon the following, in the manner indicated, on July 10, 2014:

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

Mr. Fred W. Stumpf  
GLAST, PHILLIPS & MURRAY  
Nine Greenway Plaza, Suite 3100  
Houston, Texas 77046

**VIA ELECTRONIC SERVICE**

*s/David Jed Williams*  
David Jed Williams

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

**DEPOSITION ON WRITTEN QUESTIONS PROPOUNED UPON THE WITNESS,  
CUSTODIAN OF RECORDS FOR EDWARD G. VAUGHAN**

1. Please state your full name, business address, and official title.

**ANSWER:**

---

---

2. Did you receive a subpoena for the production of the documents and records listed and described on Exhibit "A" attached to these questions?

**ANSWER:**

---

3. Have these documents and records been produced for this deposition, bates numbered, and delivered to the officer taking this deposition?

**ANSWER:**

---

4. Are you the custodian of these documents or records for **EDWARD G. VAUGHAN**?

**ANSWER:**

---

5. What is the Bates number range for the documents and records produced for this deposition?

**ANSWER:**

---



6. Are the documents and records produced for this deposition originals or photocopies of the original documents?

**ANSWER:**

\_\_\_\_\_

7. Are the documents and records produced for this deposition memoranda, reports, records or data compilations of acts, events, or conditions made at or near the time by or from information transmitted by, a person with knowledge?

**ANSWER:**

\_\_\_\_\_

8. Are these documents and records kept in the course of a regularly conducted business activity of **EDWARD G. VAUGHAN**?

**ANSWER:**

\_\_\_\_\_

9. Was it the regular practice of the business activity of **EDWARD G. VAUGHAN** to make the memorandum, report, record or data compilation reflected in these documents and records?

**ANSWER:**

\_\_\_\_\_

\_\_\_\_\_  
WITNESS, CUSTODIAN OF RECORDS FOR  
**EDWARD G. VAUGHAN**

I \_\_\_\_\_, a Notary Public in and for the State of Texas, do hereby certify that the forgoing answers of the witness were made by the said witness and sworn to and subscribed before me.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**

Please produce the following documents relating to the leases described below:

- The executed leases;
  - Any option agreements, letters of intent to lease or side agreements relative to the leases;
  - Any agreements relative to amendment, modification or extension of the leases;
  - Any lease data sheets relative to the lease;
  - Sufficient documents to identify the bonus paid for the lease (total bonus and bonus per net mineral acre);
  - Any Lease Purchase Report ("LPR") and;
  - Any receipt or paid draft relative to the leases
- 

1. Memorandum of Lease, dated 1/2/2007 from Briscoe Ranch, Inc., as Grantor, to EDWARD G. VAUGHAN, as Grantee, recorded in Volume 2484 Page 238 Oil and Gas Lease Records Webb County, Texas, comprising 6,453.75 acres of land, more or less, in such county.



CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.

VS.

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

*Handwritten signature*  
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IN THE DISTRICT COURT

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**DEPOSITION SUBPOENA DUCES TECUM TO PRODUCE DOCUMENTS  
ISSUED IN THE NAME OF THE STATE OF TEXAS**

**TO ANY PEACE OFFICER, CONSTABLE OF THE STATE OF TEXAS OR OTHER  
PERSON DULY AUTHORIZED TO SERVE OR EXECUTE SUBPOENAS:**

This Subpoena is directed to:

**CUSTODIAN OF RECORDS FOR:**

**CML EXPLORATION LLC**

c/o Kenneth C. Nelson  
901 Mopac Expressway South  
Suite 430  
Austin, Texas 78746

BY *Donna Kay McKinney*

DEPUTY

14 JUL 14 PM 2:22

FILED  
DONNA KAY MCKINNEY  
DISTRICT CLERK  
BEXAR COUNTY

This Subpoena directs the Custodian of Records for CML EXPLORATION LLC, to appear at 10:00 a.m. on August 4, 2014, before a notary public at the following location:

901 Mopac Expressway South  
Suite 430  
Austin, Texas 78746

and answer under oath written questions to be propounded by counsel for Defendant and to produce for inspection and photocopying the documents and records described on Exhibit "A" attached to the Notice Duces Tecum of Intent to Take Deposition by Written Questions served with and attached to this Subpoena.

This Subpoena is issued at the instance and request of Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust. The attorneys of record for Defendant are: Patrick K. Sheehan and David Jed Williams, Hornberger Sheehan Fuller & Garza Incorporated, The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, Texas 78209.

**THIS SUBPOENA IS ISSUED UNDER TEXAS RULE OF CIVIL PROCEDURE 176. RULE 176.8(a) STATES: FAILURE BY ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED UPON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.**

This Subpoena is issued by David Jed Williams, attorney for Defendant, on behalf of Defendant.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams

Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700  
Dallas, Texas 75202  
(214) 979-3000 - Telephone  
(214) 880-0011 - Facsimile  
Charles A. Gall  
State Bar No. 07281500  
John C. Eichman  
State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**RETURN**

CAME TO HAND ON THE 8<sup>th</sup> DAY OF July 2014, AT 9:00 O'CLOCK  
P.M. AND EXECUTED (~~NOT EXECUTED~~) ON THE 11<sup>th</sup> DAY OF July 2014, BY  
DELIVERING TO **KENNETH C. NELSON**, A TRUE COPY OF THIS SUBPOENA UPON  
WHICH I ENDORSED THE DATE OF DELIVERY. CAUSE OF FAILURE TO EXECUTE THIS  
SUBPOENA IS \_\_\_\_\_

TOTAL FEES: \$ \_\_\_\_\_

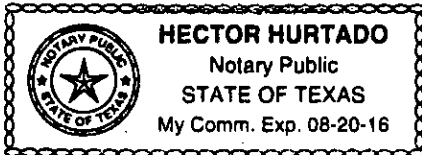
Travis County, TX  
TRAVIS COUNTY, TEXAS

BY: Mike McEwen # SCH 2243  
Mike McE Exp. 8-31-15

**NON-PEACE OFFICER VERIFICATION**

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO THIS 14 DAY OF JULY 2014.



[Signature]  
Notary Public, State of Texas

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

**NOTICE OF INTENTION TO TAKE DEPOSITION BY WRITTEN QUESTIONS  
WITH DUCES TECUM**

Defendant JPMORGAN CHASE BANK, N.A. INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST will take a deposition by written questions of the Custodian of Records for CML EXPLORATION LLC, at the following date, time, and place:

Date:            **August 4, 2014**  
  
Time:           **10:00 a.m.**  
  
Place:           **CML EXPLORATION LLC  
                  901 Mopac Expressway South, Suite 430  
                  Austin, Texas 78746**

Notice is further given that the witness shall produce at the deposition for inspection and photocopying the documents and records listed and described on the attached Exhibit "A."

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams  
Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700

Dallas, Texas 75202

(214) 979-3000 - Telephone

(214) 880-0011 – Facsimile

Charles A. Gall

State Bar No. 07281500

John C. Eichman

State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of this deposition notice was served upon the following, in the manner indicated, on July 8, 2014:

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

**VIA EMAIL**

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

**VIA EMAIL**

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

**VIA EMAIL**

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

**VIA EMAIL**

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

**VIA EMAIL**

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

**VIA EMAIL**

Mr. Fred W. Stumpf  
GLAST, PHILLIPS & MURRAY  
Nine Greenway Plaza, Suite 3100  
Houston, Texas 77046

**VIA EMAIL**

*s/David Jed Williams*  
David Jed Williams



JOHN K. MEYER, ET. AL.

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IN THE DISTRICT COURT

VS.

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

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**DEPOSITION ON WRITTEN QUESTIONS PROPOUNED UPON THE WITNESS,  
CUSTODIAN OF RECORDS FOR CML EXPLORATION LLC**

1. Please state your full name, business address, and official title.

**ANSWER:**

---

---

2. Did you receive a subpoena for the production of the documents and records listed and described on Exhibit "A" attached to these questions?

**ANSWER:**

---

3. Have these documents and records been produced for this deposition, bates numbered, and delivered to the officer taking this deposition?

**ANSWER:**

---

4. Are you the custodian of these documents or records for **CML EXPLORATION LLC**?

**ANSWER:**

---

5. What is the Bates number range for the documents and records produced for this deposition?

**ANSWER:**

---

6. Are the documents and records produced for this deposition originals or photocopies of the original documents?

**ANSWER:**

\_\_\_\_\_

7. Are the documents and records produced for this deposition memoranda, reports, records or data compilations of acts, events, or conditions made at or near the time by or from information transmitted by, a person with knowledge?

**ANSWER:**

\_\_\_\_\_

8. Are these documents and records kept in the course of a regularly conducted business activity of **CML EXPLORATION LLC**?

**ANSWER:**

\_\_\_\_\_

9. Was it the regular practice of the business activity of **CML EXPLORATION LLC**, to make the memorandum, report, record or data compilation reflected in these documents and records?

**ANSWER:**

\_\_\_\_\_

\_\_\_\_\_  
WITNESS, CUSTODIAN OF RECORDS FOR  
**CML EXPLORATION LLC**

I \_\_\_\_\_, a Notary Public in and for the State of Texas, do hereby certify that the forgoing answers of the witness were made by the said witness and sworn to and subscribed before me.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS \_\_\_\_ day of \_\_\_\_\_, 2014.

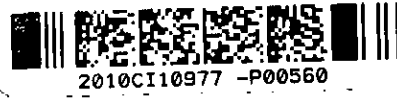
\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**

Please produce the following documents relating to the leases described below:

- The executed leases;
  - Any option agreements, letters of intent to lease or side agreements relative to the leases;
  - Any agreements relative to amendment, modification or extension of the leases;
  - Any lease data sheets relative to the lease;
  - Sufficient documents to identify the bonus paid for the lease (total bonus and bonus per net mineral acre);
  - Any Lease Purchase Report ("LPR") and;
  - Any receipt or paid draft relative to the leases
- 

1. Memorandum of Lease, dated 9/3/2008 from W.C. Pickens, as Grantor, to CML EXPLORATION LLC, as Grantee, recorded in Volume 360 Page 240 Oil and Gas Lease Records Zavala County, Texas, comprising 5,599.75 acres of land, more or less, in such county.



CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.

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IN THE DISTRICT COURT

VS.

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

*[Handwritten signature]*

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**DEPOSITION SUBPOENA DUCES TECUM TO PRODUCE DOCUMENTS  
ISSUED IN THE NAME OF THE STATE OF TEXAS**

**TO ANY PEACE OFFICER, CONSTABLE OF THE STATE OF TEXAS OR OTHER PERSON DULY AUTHORIZED TO SERVE OR EXECUTE SUBPOENAS:**

This Subpoena is directed to:

**CUSTODIAN OF RECORDS FOR:**

**NEWFIELD EXPLORATION COMPANY  
c/o The Prentice Hall Corporation System  
211 E. 7<sup>th</sup> Street, Suite 620  
Austin, Texas 78701**

**FILED**  
DONNA KAY MCKINNEY  
DISTRICT CLERK  
BEXAR COUNTY  
4 JUL 14 2014 PM 2:23  
*[Handwritten signature]*  
DEPUTY

This Subpoena directs the Custodian of Records for NEWFIELD EXPLORATION COMPANY to appear at 10:00 a.m. on August 6, 2014, before a notary public at the following location:

**363 N. Sam Houston Parkway, Suite 2020  
Houston, Texas 77060**

and answer under oath written questions to be propounded by counsel for Defendant and to produce for inspection and photocopying the documents and records described on Exhibit "A" attached to the Notice Duces Tecum of Intent to Take Deposition by Written Questions served with and attached to this Subpoena.

This Subpoena is issued at the instance and request of Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust. The attorneys of record for Defendant are: Patrick K. Sheehan and David Jed Williams, Hornberger Sheehan Fuller & Garza Incorporated, The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, Texas 78209.

**THIS SUBPOENA IS ISSUED UNDER TEXAS RULE OF CIVIL PROCEDURE 176. RULE 176.8(a) STATES: FAILURE BY ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED**

UPON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.

This Subpoena is issued by David Jed Williams, attorney for Defendant, on behalf of Defendant.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams

Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700  
Dallas, Texas 75202  
(214) 979-3000 - Telephone  
(214) 880-0011 - Facsimile  
Charles A. Gall  
State Bar No. 07281500  
John C. Eichman  
State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**RETURN**

CAME TO HAND ON THE 10<sup>th</sup> DAY OF July 2014, AT 11:00 O'CLOCK  
P.M. AND EXECUTED (~~NOT EXECUTED~~) ON THE 17<sup>th</sup> DAY OF July 2014, BY  
DELIVERING TO **THE PRENTICE HALL CORPORATION SYSTEM**, A TRUE COPY OF  
THIS SUBPOENA UPON WHICH I ENDORSED THE DATE OF DELIVERY. CAUSE OF  
FAILURE TO EXECUTE THIS SUBPOENA IS \_\_\_\_\_.

TOTAL FEES: \$ \_\_\_\_\_

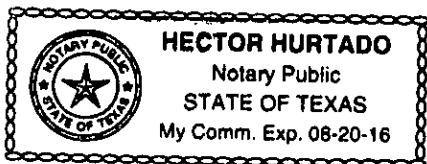
Travis County, TX  
TRAVIS COUNTY, TEXAS

BY: Mike McEwen # SCH 2243  
Mike McEwen Exp. 8-31-15

**NON-PEACE OFFICER VERIFICATION**

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO THIS 14 DAY OF July 2014.



[Signature]  
Notary Public, State of Texas

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

**NOTICE OF INTENTION TO TAKE DEPOSITION BY WRITTEN QUESTIONS  
WITH DUCES TECUM**

Defendant JPMORGAN CHASE BANK, N.A. INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST will take a deposition by written questions of the Custodian of Records for NEWFIELD EXPLORATION COMPANY, at the following date, time, and place:

Date: **August 6, 2014**

Time: **10:00 a.m.**

Place: **Newfield Exploration Company  
363 N. Sam Houston Parkway, Suite 2020  
Houston, Texas 77060**

Notice is further given that the witness shall produce at the deposition for inspection and photocopying the documents and records listed and described on the attached Exhibit "A."

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams  
Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700

Dallas, Texas 75202

(214) 979-3000 - Telephone

(214) 880-0011 – Facsimile

Charles A. Gall

State Bar No. 07281500

John C. Eichman

State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**



**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of this deposition notice was served upon the following, in the manner indicated, on July 10, 2014:

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

Mr. Fred W. Stumpf  
GLAST, PHILLIPS & MURRAY  
Nine Greenway Plaza, Suite 3100  
Houston, Texas 77046

**VIA ELECTRONIC SERVICE**

*s/David Jed Williams*  
David Jed Williams

JOHN K. MEYER, ET. AL.

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IN THE DISTRICT COURT

VS.

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

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**DEPOSITION ON WRITTEN QUESTIONS PROPOUNED UPON THE WITNESS,  
CUSTODIAN OF RECORDS FOR NEWFIELD EXPLORATION COMPANY**

1. Please state your full name, business address, and official title.

**ANSWER:**

---

---

2. Did you receive a subpoena for the production of the documents and records listed and described on Exhibit "A" attached to these questions?

**ANSWER:**

---

3. Have these documents and records been produced for this deposition, bates numbered, and delivered to the officer taking this deposition?

**ANSWER:**

---

4. Are you the custodian of these documents or records for **NEWFIELD EXPLORATION COMPANY**?

**ANSWER:**

---

5. What is the Bates number range for the documents and records produced for this deposition?

**ANSWER:**

---

6. Are the documents and records produced for this deposition originals or photocopies of the original documents?

**ANSWER:**

\_\_\_\_\_

7. Are the documents and records produced for this deposition memoranda, reports, records or data compilations of acts, events, or conditions made at or near the time by or from information transmitted by, a person with knowledge?

**ANSWER:**

\_\_\_\_\_

8. Are these documents and records kept in the course of a regularly conducted business activity of **NEWFIELD EXPLORATION COMPANY**?

**ANSWER:**

\_\_\_\_\_

9. Was it the regular practice of the business activity of **NEWFIELD EXPLORATION COMPANY** to make the memorandum, report, record or data compilation reflected in these documents and records?

**ANSWER:**

\_\_\_\_\_

\_\_\_\_\_  
WITNESS, CUSTODIAN OF RECORDS FOR  
**NEWFIELD EXPLORATION COMPANY**

I \_\_\_\_\_, a Notary Public in and for the State of Texas, do hereby certify that the forgoing answers of the witness were made by the said witness and sworn to and subscribed before me.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**

Please produce the following documents relating to the leases described below:

- The executed leases;
  - Any option agreements, letters of intent to lease or side agreements relative to the leases;
  - Any agreements relative to amendment, modification or extension of the leases;
  - Any lease data sheets relative to the lease;
  - Sufficient documents to identify the bonus paid for the lease (total bonus and bonus per net mineral acre);
  - Any Lease Purchase Report ("LPR") and;
  - Any receipt or paid draft relative to the leases
- 

1. Memorandum of Lease, dated 7/12/2007 from CMWW Partners Ltd., as Grantor, to TXCO ENERGY CORP., as Grantee, recorded in Volume 339 Page 23 Oil and Gas Lease Records Dimmit County, Texas, comprising 5,732.37 acres of land, more or less, in such county.

(Consolidated Under)  
2010-CI-10977

<b>JOHN K. MEYER, ET AL.,</b>	§	<b>IN THE DISTRICT COURT</b>
<b>Plaintiffs,</b>	§	
	§	
<b>vs.</b>	§	
	§	
<b>JP MORGAN CHASE BANK, N.A.</b>	§	<b>225<sup>TH</sup> JUDICIAL DISTRICT</b>
<b>INDIVIDUALLY/CORPORATELY</b>	§	
<b>AND AS TRUSTEE OF THE SOUTH</b>	§	
<b>TEXAS SYNDICATE TRUST,</b>	§	
<b>Defendant.</b>	§	<b>BEXAR COUNTY, TEXAS</b>

**DEPOSITION SUBPOENA DUCES TECUM TO PRODUCE DOCUMENTS**  
**ISSUED IN THE NAME OF THE STATE OF TEXAS**

**TO ANY PEACE OFFICER, CONSTABLE OF THE STATE OF TEXAS OR OTHER  
PERSON DULY AUTHORIZED TO SERVE OR EXECUTE SUBPOENAS:**

The Subpoena is directed to:

**CUSTODIAN OF RECORDS FOR:**

**Chesapeake Exploration, L.L.C.  
c/o CT Corporation System  
1999 Bryan Street, Suite 900  
Dallas, Texas 75201-3136**

This Subpoena directs the Custodian of Records for CHESAPEAKE EXPLORATION, L.L.C. , to appear at **10:00 a.m. on August 8, 2014**, before a notary public at the following location:

**350 N. Saint Paul St.  
Dallas, Texas 75201-4201**

and answer under oath written questions to be propounded by counsel for Plaintiffs and to produce for inspection and photocopying the documents and records described on Exhibit "A" attached to the Notice Duces Tecum of Intent to Take Deposition by Written Questions served with and attached to this Subpoena.

This Subpoena is issued at the instance and request of Plaintiffs, John K. Meyer, et al. The attorney of record for Plaintiff is: James L.Drought, Drought, Drought & Bobbitt, L.L.P., 112 E. Pecan St., Suite 2900, San Antonio, Texas 78205.

**THIS SUBPOENA IS ISSUED UNDER TEXAS RULE OF CIVIL PROCEDURE 176. RULE 176.8(a) STATES: FAILURE BY ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED UPON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.**

This Subpoena is issued by James L. Drought, attorney for Plaintiffs, on behalf of Plaintiffs.

Respectfully submitted,

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

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

Jim L. Flegle  
State Bar No. 07118600  
LOEWINSOHN FLEGLE DEARY, L.L.P.  
12377 Merit Dr., Suite 900  
Dallas, Texas 75251  
(214) 572-1700 - Telephone  
(214) 572-1717 - Facsimile

**ATTORNEYS FOR PLAINTIFFS,  
EMILIE BLAZE, ET AL.**

Daniel J.T. Sciano  
State Bar No. 17881200  
Richard Tinsman  
State Bar No. 20064000  
Sharon C. Savage

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

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

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

By \_\_\_\_\_ /s/  
James L. Drought  
[jld@ddb-law.com](mailto:jld@ddb-law.com)  
State Bar No. 06135000  
**ATTORNEYS FOR PLAINTIFFS,  
JOHN K. MEYER, ET AL.**

**RETURN**

CAME ON TO HAND ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2014, AT \_\_\_\_ O'CLOCK \_\_\_\_M. AND EXECUTED (NOT EXECUTED) ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2014, BY DELIVERING TO \_\_\_\_\_, A TRUE COPY OF THIS SUBPOENA UPON WHICH I ENDORSED THE DATE OF DELIVERY. CAUSE OF FAILURE TO EXECUTE THIS SUBPOENA IS \_\_\_\_\_.

TOTAL FEES: \$\_\_\_\_\_

\_\_\_\_\_  
DALLAS COUNTY, TEXAS

By: \_\_\_\_\_

**NON-PEACE OFFICER VERIFICATION**

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Texas



(Consolidated Under)  
2010-CI-10977

JOHN K. MEYER, ET AL.,  
Plaintiffs,

vs.

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

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IN THE DISTRICT COURT

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**NOTICE OF INTENTION TO TAKE DEPOSITION BY WRITTEN QUESTION  
WITH DUCES TECUM**

Plaintiff, John K. Meyer, et al, will take a deposition by written questions of the Custodian of Records for **Chesapeake Exploration, L.L.C.**, at the following date, time, and place:

Date: **August 8, 2014**

Time: **10:00 a.m.**

Place: **Chesapeake Exploration, L.L.C.  
350 N. Saint Paul St.  
Dallas, Texas 75201-4201**

Notice is further given that the witness shall produce at the deposition for inspection and photocopying the documents and records listed and described on the attached Exhibit "A".

Respectfully submitted,

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

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

Daniel J.T. Sciano  
State Bar No. 17881200  
Richard Tinsman  
State Bar No. 20064000  
Sharon C. Savage  
State Bar No. 0474200  
TINSMAN & SCIANO, INC.  
10107 McAllister Fwy  
San Antonio, Texas 78216  
Telephone: (210) 225-3121  
Facsimile: (210) 225-6235

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

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

By \_\_\_\_\_ /s/  
James L. Drought  
[jld@ddb-law.com](mailto:jld@ddb-law.com)  
State Bar No. 06135000  
**ATTORNEYS FOR PLAINTIFFS,  
JOHN K. MEYER, ET AL.**

**CERTIFICATE OF SERVICE**

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

_____	U.S. Certified Mail, Return Receipt Requested to:
_____	Facsimile to:
_____	First Class Mail to:
_____	Hand Delivery to:
_____ √	E-filing Service to:

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

Mr. Kevin M. Beiter  
McGinnis Lochridge  
600 Congress Avenue, Suite 2100  
Austin, Texas 78701

Mr. Charles A. Gall  
Mr. John C. Eichman  
Hunton & Williams LLP  
1445 Ross Avenue, Suite 3700  
Dallas, Texas 75202



(Consolidated Under)  
2010-CI-10977

JOHN K. MEYER, ET AL.,  
Plaintiffs,

vs.

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

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IN THE DISTRICT COURT

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**DEPOSITION ON WRITTEN QUESTIONS PROPOUNDED UPON THE  
WITNESS, CUSTODIAN OF RECORDS FOR CHESAPEAKE EXPLORATION,  
L.L.C.**

1. Please state your full name, business address, and official title.

**ANSWER:**

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2. Did you receive a subpoena for the production of the documents and records listed and described on Exhibit "A" attached to these questions?

**ANSWER:**

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3. Have these documents and records been produced for this deposition, bates numbered, and delivered to the officer taking this deposition?

**ANSWER:**

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4. Are you the custodian of these documents or records for **CHESAPEAKE EXPLORATION, L.L.C.**?

**ANSWER:**

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5. What is the Bates number range for the documents and records produced for this deposition?

**ANSWER:**

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6. Are the documents and records produced for this deposition originals or photocopies of the original documents?

**ANSWER:**

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7. Are the documents and records produced for this deposition memoranda, reports, records or data compilations of acts, events, or conditions made at or near the time by or from information transmitted by, a person with knowledge?

**ANSWER:**

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8. Are these documents and records kept in the course of a regularly conducted business activity of **CHESAPEAKE EXPLORATION, L.L.C.**?

**ANSWER:**

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9. Was it the regular practice of the business activity of **CHESAPEAKE EXPLORATION, L.L.C.**, to make the memorandum, report, record or data compilation reflected in these documents and records?

**ANSWER:**

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WITNESS, CUSTODIAN OF RECORDS FOR  
**CHESAPEAKE EXPLORATION, L.L.C.**

I \_\_\_\_\_, a Notary Public in and for the State of Texas, do hereby certify that the forgoing answers of the witness were made by the said witness and sworn to and subscribed before me.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Texas

## **REQUEST FOR PRODUCTION**

Please produce the following documents relating to the leases described below:

- The executed leases;
  - Any option agreements, letters of intent to lease or side agreements relative to the leases;
  - Any agreements relative to amendment, modification or extension of the leases;
  - Any lease data sheets relative to the lease;
  - Sufficient documents to identify the bonus paid for the lease (total bonus and bonus per net mineral acre);
  - Any Lease Purchase Report (“LPR”) and;
  - Any receipt or paid draft relative to the lease
- 

**NO. 1:** Oil and Gas Lease dated October 1, 2009 between PGE Mineral Properties, Ltd. and Chesapeake Exploration, L.L.C. covering 9,143.16 acres in Webb County, Texas.

**NO. 2:** Oil and Gas Lease dated October 1, 2009 between PGE Minerals Properties, Ltd. and Chesapeake Exploration, L.L.C. covering 15,729.34 acres in Webb County.

**NO. 3:** Oil and Gas Lease dated February 1, 2010 between Gates Mineral Company, Ltd. and Chesapeake Exploration, L.L.C. covering 9,125.47 acres in Webb County, Texas.

**NO. 4:** Oil and Gas Lease dated February 17, 2010 between Wells Fargo Bank, Trustee for the Barbara Bowman Revocable Management Trust, and Chesapeake Exploration, L.L.C. covering 14,672.05 acres in Zavala County, Texas.



**NO. 5:** Oil and Gas Lease dated March 16, 2010 between 4819 Ltd. and Chesapeake Exploration, L.L.C. covering 29,958.09 acres in La Salle County, Texas.

**NO. 6:** Oil and Gas Lease dated March 17, 2010 between 7 K Investments, Ltd. and Chesapeake Exploration, L.L.C. covering 1,299.28 acres in Dimmit and La Salle Counties, Texas.

**NO. 7:** Oil and Gas Lease dated June 1, 2010 between Evelyn Cassin Sprott, et al. and Chesapeake Exploration, L.L.C. covering 12,442.74 acres in Zavala County, Texas.

**NO. 8:** Oil and Gas Lease dated June 24, 2010 between Triple J Partnership, et al. and Chesapeake Exploration, L.L.C. covering 5,110.48 acres in Zavala County, Texas.

**NO. 9:** Oil and Gas Lease dated July 14, 2010 between Vernie & Robbie Bodden Living Trust and Chesapeake Exploration, L.L.C. covering 6,458.66 acres in Zavala County, Texas.

**NO. 10:** Oil and Gas Lease dated September 9, 2010 between David Holdsworth and Chesapeake Exploration, L.L.C. covering 5,657.24 acres in Zavala County, Texas.

**NO. 11:** Oil and Gas Lease dated October 6, 2010 between Nueces Property, Ltd. and Chesapeake Exploration, L.L.C. covering 5,974.60 acres in Dimmit County, Texas.

**NO. 12:** Oil and Gas Lease dated October 6, 2010 between Marrs McLean Bowman, et al. and Chesapeake Exploration, L.L.C. covering 7,022.92 acres in Dimmit County, Texas.

**NO. 13:** Oil and Gas Lease dated October 15, 2010 between Wesley West Minerals Ltd., et al. and Chesapeake Exploration, L.L.C. covering 20,476.52 acres in Dimmit County, Texas.

**NO. 14**: Oil and Gas Lease dated October 15, 2010 between Wesley West Minerals Ltd., et al. and Chesapeake Exploration, L.L.C. covering 15,483.79 acres in Maverick County, Texas.

CAUSE NO. 2010-CI-10977

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

**DEFENDANT’S MOTION TO COMPEL RESPONSES TO  
DEFENDANT’S SECOND SET OF INTERROGATORIES AND  
THIRD SET OF REQUESTS FOR PRODUCTION TO ALL PLAINTIFFS**

Pursuant to Rule 215 of the Texas Rules of Civil Procedure, Defendant JPMorgan Chase Bank, N.A., Individually and as Trustee of the South Texas Syndicate Trust (“Defendant”) moves to compel responses to Defendant’s Second Set of Interrogatories and Third Set of Requests for Production to All Plaintiffs, as follows:

**I. INTRODUCTION**

The South Texas Syndicate Trust (“STS”) is a trust that holds the minerals underlying approximately 132,000 contiguous acres of land located in La Salle and McMullen Counties, Texas in what is now known as “the Eagle Ford shale play.” Plaintiffs are 176 of the 279 beneficiaries of STS, and they bring this action to recover damages allegedly suffered by STS principally as a result of JPMorgan’s actions as trustee in leasing certain STS acreage to Petrohawk on July 16, 2008 and December 12, 2008, at a time before the field proved commercially viable and became commonly referred to as “the Eagle Ford.”

Among other things, Plaintiffs allege that Defendant breached its fiduciary duties by “leasing out all available acreage . . . for exceedingly low bonus compensation.” Sixth Amended Petition at ¶ 131. Defendant has propounded proper discovery to Plaintiffs regarding

what amount they contend was fair market value on the dates of the leases, but Plaintiffs have failed to answer.

Also, Plaintiffs allege that the 2008 leases were deficient by not requiring three specific provisions. Defendant has propounded discovery on Plaintiffs in an attempt to identify and obtain any leases in Plaintiffs' possession that actually contain those three specific provisions. However, Plaintiffs have refused to identify or produce any such leases.

Defendant now moves to compel discovery on these two highly relevant issues.

## **II. BACKGROUND**

1. On May 16, 2014, Defendant served its First Set of Requests for Admissions, Second Set of Interrogatories, and Third Set of Requests for Production on all Plaintiffs. Attached as **Exhibit A**.

2. On June 16, 2014, all Plaintiffs served their objections and responses to that discovery as separate responses from (1) the Beneficiaries, (2) Wells Fargo, and (3) U.S. Bank. Beneficiaries' objections and responses attached as **Exhibit B** (admissions) and **Exhibit C** (interrogatories and requests for production); Wells Fargo Bank, N.A.'s objections and responses attached as **Exhibit D** (admissions) and **Exhibit E** (interrogatories and requests for production); U.S. Bank, N.A.'s and U.S. Bank Trust, N.A. SD's objections and responses attached as **Exhibit F** (admissions) and **Exhibit G** (interrogatories and requests for production).

3. All three groups of Plaintiffs' objections and responses are highly similar.

As discussed below, Plaintiffs' objections and responses are deficient, evasive, incomplete, and do not comply with the Texas Rules of Civil Procedure. As such, Defendant now moves compel sufficient responses under Rule 215.

### **III. ARGUMENT AND AUTHORITIES**

“The scope of discovery is largely within the discretion of the trial court.” *Dillard Dept. Stores, Inc. v. Hall*, 909 S.W.2d 491, 492 (Tex. 1995). While Plaintiffs did not meaningfully answer *any* of Defendant’s second set of interrogatories or state that *any* documents would be produced in response to Defendant’s third set of requests for production, Defendant focuses this motion on two key areas of inquiry: (1) the fair market value of lease bonuses on July 16, 2008 and December 12, 2008, and (2) leases containing specific lease terms.

#### **A. Fair Market Value of Lease Bonuses in July and December 2008**

The heart of this dispute centers on Plaintiffs’ allegation that they did not receive sufficient per-acre lease bonuses for the mineral interests that Defendant (as trustee) leased to Petrohawk on July 16, 2008 and December 12, 2008. Defendant has set forth evidence that the \$200 per-acre lease bonus and 25% royalty received in those leases was at or above fair market value on those dates. Plaintiffs’ main retort has been to claim that this fact is *irrelevant*, arguing that their alleged damages must be calculated based on lease bonuses from future, hypothetical leases in late-2009 and mid-2010. However, Plaintiffs take the belt-and-suspenders approach<sup>1</sup> to damages by also arguing that the \$200 per-acre lease bonuses received on July 16, 2008 and December 12, 2008 were below fair market value *on those dates*. For example, in opposing summary judgment in this case, Plaintiffs asserted the following:

Defendants contend that the undisputed evidence demonstrates that JP Morgan “obtained at least fair market value for the bonus on the Petrohawk leases.” Motion at 22. For numerous reasons, this is **wholly irrelevant**, but it must be noted that this too is a **false statement**. . . . That disputed fact alone, defeats summary judgment.

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<sup>1</sup> Plaintiffs take this two-prong approach more explicitly in their experts’ new damages reports, given that Judge Littlejohn has already excluded their experts’ prior damages opinions, holding that the hypothetical lease dates in late-2009 and mid-2010 are too speculative.

Plaintiffs' Response to Defendants' Motion for Partial Summary Judgment at 29 (emphasis added). Thus, Plaintiffs have specifically alleged that a genuine issue of material fact exists regarding whether \$200 per-acre was fair market value in July and December 2008. However, even if Plaintiffs now attempt to abandon this contention, Defendant is entitled to a response to its discovery requests because if there is no dispute that Defendant got market value for its leases, the jury should be made aware of that fact and draw its own conclusions about the propriety of the leases in question based on the situation at the time. This is particularly true in light of the fact that the proper date to measure Plaintiffs' damages, if any, is the date the leases were executed. Restatement (Second) of Trusts §§ 204 and 205 (1959); *InterFirst Bank Dallas, N.A. v. Risser*, 739 S.W.2d 882, 895 (Tex. App. – Texarkana 1987, no writ), disapproved of on other grounds by *Texas Commerce Bank v. Grizzle*, 96 S.W.3d 240 (Tex. 2002) (“ . . . the fair market value at the time of the sale is the ultimate fact issue.”)

In response to requests for admissions, Plaintiffs specifically denied that \$200 per-acre was at or above fair market value in both July and December 2008. Plaintiffs' Responses to Defendant's First Set of Requests for Admissions to All Plaintiffs, Exhibit B at 4, Exhibit D at 3, Exhibit F at 3. Thus, Plaintiffs make clear that they *do* contend that \$200 per-acre was below fair market value on July 16, 2008 and on December 12, 2008. Which begs the question, *what amounts do Plaintiffs contend were* actually fair market value on those dates? Plaintiffs have refused to provide an answer to Defendant's interrogatory asking this direct question. Instead, the Beneficiaries set forth two paragraphs of frivolous objections and two more paragraphs of evasive, non-responsive “answers.”

Regarding fair market value on July 16, 2008, Plaintiffs responded:

## **INTERROGATORY NO. 1**

1. If you deny Request for Admission No. 1 above, please set forth the dollar amount that you contend was the fair market value of the lease bonus per acre as of July 16, 2008 for the property covered by the July 16, 2008 Petrohawk Lease, explain how you arrived at that dollar amount, and identify all documents, evidence, or other sources you rely upon for your answer (including all leases and bonuses received for such leases that you claim establish that the July 16, 2008 lease bonus was not fair market value).

### **OBJECTION:**

Plaintiffs object as this Interrogatory is nonsensical and seeks irrelevant information because it misconstrues Plaintiffs' allegations and incorrectly asserts that Plaintiffs' damages from the July 16, 2008 Petrohawk Lease should be calculated based on comparable lease prices on July 16, 2008. This Interrogatory is also objectionable as it seeks: (1) information and expert discovery in excess of what is permitted under the Texas Rules of Civil Procedure; (2) public records and/or data equally accessible (or inaccessible) to Defendant; (3) information already in the possession of Defendant; and (4) information protected by the work product doctrine and the attorney-client privilege.

Plaintiffs further object as this Interrogatory constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that the individual beneficiary plaintiffs would be in possession of documents or information concerning the fair market value of Eagle Ford Shale leases in 2008 outside of what they may have learned from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiffs state that JP Morgan failed to keep them informed of, and affirmatively concealed, important aspects of the July 16, 2008 leases, such that Plaintiffs only learned the full extent of JP Morgan's wrongful actions during the course of this litigation based on communications with counsel and review of their Expert analyses. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures and Amended Disclosures, including but not limited to Plaintiffs' Expert Reports, supporting materials produced by Plaintiffs' Experts, affidavits of Plaintiffs' Experts, and the deposition, hearing and trial testimony of Plaintiffs' Experts.

Moreover, by virtue of JP Morgan's improper agreement to deal exclusively with Petrohawk in a closed-market and confidential transaction, JP Morgan acted to artificially depress the fair market value of the July 2008 lease bonus payments. In addition, the fair market value of lease bonus prices in 2007 exceeded the amount paid by Petrohawk in July of 2008, as evidenced by the 2007 Whittier seismic agreement and option. Plaintiffs, their counsel, and their Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

Beneficiaries' Responses to Defendant's First Set of Interrogatories to All Plaintiffs, Exhibit C at 4-5. Nowhere in this full-page response did the Beneficiaries answer the simple question. Wells Fargo and U.S. Bank submitted similar objections and evasive responses, except they chose to leave out the Beneficiaries' second paragraph of frivolous objections regarding harassment and privilege. Exhibit E at 3, Exhibit G at 3.

The interrogatory is not "nonsensical," nor does it seek irrelevant information. On the contrary, it seeks information on an issue that Plaintiffs have argued is a genuine issue of material fact in this case. Further, Plaintiffs cannot hide behind a vague statement of "improper expert discovery" to avoid responding to this interrogatory, as it is *Plaintiffs* who are prosecuting this lawsuit based on this factual contention (which they confirmed through their responses to the requests for admissions above). If Plaintiffs themselves (as opposed to their experts) do not contend that the fair market value of lease bonus for the acreage on July 16, 2008 was more than \$200 per acre and 25% royalty, they must answer accordingly. Further, Plaintiffs do not explain



how this *factual contention* is work-product or protected by the attorney client privilege. It is not. And beyond Plaintiffs' numerous unfounded objections, their "answer" is no answer at all.

Similarly, in response to Interrogatory No. 2, the same question regarding December 12, 2008, Plaintiffs provided the same objections and a similar non-responsive "answer," again without setting forth a dollar figure. Exhibit C at 5-6, Exhibit E at 4, Exhibit G at 4.

Because the fair market values of the lease bonuses on July 16, 2008 and December 12, 2008 are (by Plaintiffs own admission) genuine issues of material fact and central to this case, Defendant's tailored interrogatories regarding the same are wholly proper and well within the scope of discovery. As such, Plaintiffs should be compelled to answer them. If Plaintiffs are allowed to give only vague responses to tailored, specific interrogatories regarding key issues in this case, the entire purpose of interrogatories, and discovery generally, will be thwarted. Accordingly, Defendant respectfully requests that the Court compel Plaintiffs to answer Interrogatories Nos. 1 and 2 with a specific dollar amount and the basis therefore.

**B. Leases Containing Specific Terms**

In addition to lease bonuses, another portion of Plaintiffs' damages theory in this case is based on alleged lost royalties from the mineral leases. Plaintiffs claim that Defendant's failure to require certain terms in the leases with Petrohawk was a breach of Defendant's fiduciary duty to Plaintiffs. Plaintiffs reason that different (allegedly non-breaching) lease terms would have required more rapid well development by operators, resulting in the beneficiaries receiving the same 25% royalty profits earlier in time. This portion of Plaintiff's claimed damages is based wholly on the premise that Defendant not requiring certain specific lease terms was a breach of fiduciary duty.

Plaintiffs' Expert Robert Lee opines (and thus Plaintiffs contend) that no prudent mineral manager would have entered into leases without three specific terms:

Given the historical standard employed for the STS Trust mineral acres the period 1984 through 2005, the leases should provide for **a three (3) year primary term, 90 day continuous drilling clause** and a **maximum of 2,500 acres per lease, or lease terms requiring three wells per year per 2,500 acres.**

Expert Report of Robert Lee at 81 (emphasis added). Importantly, this contention can be empirically evaluated: by comparing leases from the same time period and area, one can determine whether mineral managers *actually did* require these terms. Defendant is entitled to discover the factual support for Plaintiffs' and its experts' contention, and to obtain the documents/leases in Plaintiffs' possession, custody, or control that support or discredit it. Accordingly, Defendant propounded interrogatories asking Plaintiffs to identify leases containing the relevant provisions, and requests for production of the leases themselves. Plaintiffs refused to respond to either.

### **1. Interrogatories Asking Plaintiffs to Identify Leases**

Interrogatories 3, 6, 8, and 9:

3. Identify all mineral interests totaling more than 5,000 contiguous acres in the Eagle Ford Shale that were leased during the years 2007, 2008, 2009, or 2010 in increments, blocks, phases, pieces, or smaller segments of 2,500 acres or less.
6. Identify all leases of mineral interests in the Eagle Ford Shale executed in 2007, 2008, 2009, or 2010 of which you are aware that included a 90-day continuous drilling obligation.
8. Identify any lease executed by you, individually, or in a representative capacity, covering mineral interests in the Eagle Ford Shale during the years 2008 through 2010.
9. Identify all leases covering mineral interests in the Eagle Ford Shale with a royalty of 25% and a per/acre lease bonus in excess of \$200/acre executed during 2008.

Exhibit A at 6. Instead of answering these interrogatories, Plaintiffs again responded with frivolous objections and evasive answers. The Beneficiary Plaintiffs' objections and "answers" to interrogatories 3, 6, 8, and 9 generally followed the same form:

**INTERROGATORY NO. 3**

3. Identify all mineral interests totaling more than 5,000 contiguous acres in the Eagle Ford Shale that were leased during the years 2007, 2008, 2009, or 2010 in increments, blocks, phases, pieces, or smaller segments of 2,500 acres or less.

**OBJECTION:**

Plaintiffs object to this Interrogatory as overly broad, harassing, and unduly burdensome. This Interrogatory seeks information with limited relevance and is further improper as the information sought is in excess of what is permitted under the Texas Rules of Civil Procedure and proper expert discovery. Moreover, the information sought is equally accessible (or inaccessible) to Defendant and/or is already in the possession of Defendant. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs' Experts, such information is protected by the attorney-client privilege and the work product doctrine.

Plaintiffs further object as this Interrogatory constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that the individual beneficiary plaintiffs would be in possession of documents or information concerning the size of acreage increments for leases in the Eagle Ford Shale between 2007 and 2010 outside of what they may have learned from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiffs state that JP Morgan failed to keep them informed of, and affirmatively concealed, important aspects of the STS leases, extensions and/or amendments, such that Plaintiffs only learned the full extent of JP Morgan's wrongful actions during the course of this litigation based on communications with counsel and review of their Expert analyses. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiffs' Expert Reports, supporting materials produced by Plaintiffs' Experts, and the deposition, hearing and trial testimony of the Plaintiffs' Experts. Plaintiffs, their counsel, and Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

Exhibit C at 6. Wells Fargo and U.S. Bank submitted similar responses to these interrogatories, except that they chose to leave out the Beneficiaries' second paragraph of frivolous objections regarding harassment and privilege. Exhibit E at 5, Exhibit G at 5.

Because Plaintiffs' allege that no prudent mineral manager would have agreed to certain lease terms, and because that allegation is central to their theory of liability and royalty damages, interrogatories inquiring into the factual basis of that allegation is neither nonsensical nor irrelevant. If Plaintiffs are unaware of any such leases, Defendant is entitled to discovery of that highly relevant fact. Plaintiffs' claims of privilege, allegedly protecting "information learned from counsel or Plaintiff's experts," is an incorrect application of the attorney client privilege and the work product doctrine.

Regarding the attorney-client privilege, "[w]hile the attorney-client privilege extends to an entire communication, including facts contained therein, a person cannot cloak a material fact with the privilege merely by communicating it to an attorney. . . . [W]e must look to the nature of the communication to determine whether the attorney-client privilege applies." *In re Toyota Motor Corp.*, 94 S.W.3d 819, 823 (Tex. App.—San Antonio 2002, no pet.). Here, Defendant seeks only the material facts, not disclosure of confidential communications or legal advice. Plaintiffs cannot insulate the factual basis for their central contentions from discovery, merely by making the general statement that all facts were learned through their attorney or experts. Instead, Plaintiffs bear the burden of proving the privileged nature of each communication; their blanket claim of privilege and refusal to respond is insufficient.

Regarding work product, Plaintiffs do not explain how certain leases could constitute "material prepared or mental impressions developed in anticipation of litigation." Tex. R. Civ. P. 192.5(a). And even if it could, leases containing these certain terms represent the factual basis

for Plaintiffs' legal contention that all prudent mineral managers would have required them. As such, they are specifically excepted from work product under Rules 192.5(c)(1) and 192.3(j). Because all of Plaintiffs' objections are without merit and the "answers" are wholly evasive, Plaintiffs should be compelled to answer Interrogatory Nos. 3, 6, 8, and 9.

The interrogatory especially important for Wells Fargo and U.S. Bank is Interrogatory No. 8: "Identify any lease executed by you, individually, or in a representative capacity, covering mineral interests in the Eagle Ford Shale during the years 2008 through 2010." Exhibit A at 6. Both Wells Fargo and U.S. Banks perform trust functions similar to those of JPMorgan at issue, including the execution of leases. Whether Plaintiff Wells Fargo or Plaintiff U.S. Bank required the same (allegedly crucial) terms in its own leases is highly probative and potentially dispositive.

In response to Interrogatory No. 8, Wells Fargo and U.S. Bank object, stating simply that:

**Plaintiffs object to this Interrogatory as irrelevant, improper harassment, and duplicative of prior improper discovery previously rejected by the Court in June 2013. Plaintiffs further object as this Interrogatory seeks confidential and proprietary business and client information.**

Exhibit E at 8, Exhibit G at 8. These objections are again frivolous. Importantly, while Wells Fargo and U.S. Bank refer generally to a Court ruling in June 2013, they do not provide its substance, or how this interrogatory violates that order. Accordingly, Wells Fargo's and U.S. Bank's objections to Interrogatory No. 8 should be overruled, and they should be compelled to answer it.

## **2. Document Requests Asking Plaintiffs to Produce Leases**

Through Document Requests Nos. 4, 8, and 9, Defendant asked Plaintiffs to produce certain leases in their possession, custody, or control. In response to Document Request No. 4, Wells Fargo and U.S. Bank both responded:

### **DOCUMENT REQUEST NO. 4**

4. For all leases covering mineral interests in the Eagle Ford Shale executed by any Plaintiff, either individually or in its representative capacity during the years 2008 through 2010, produce the lease and documents showing the amount of bonus received.

### **RESPONSE:**

Plaintiff objects to this Request as being irrelevant, overbroad, duplicative, unduly burdensome and an impermissible “fishing expedition.” This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure. Plaintiff further objects as the Court previously ruled that similar discovery regarding Plaintiff’s confidential and proprietary business practices was irrelevant and impermissible in June 2013. Finally, this request is objectionable as it seeks confidential client information.

Exhibit E at 16, Exhibit G at 17. Wells Fargo’s and U.S. Bank’s objections are flawed. Such leases are relevant to Plaintiffs’ contention that Defendant committed a breach of fiduciary duty by agreeing to certain lease terms. Moreover, this request does not seek proprietary business information, only the leases themselves, which are contracts with other parties that presumably do not contain sensitive confidential and proprietary information. Finally, the fear that confidential client information in leases will be misused can be relieved by a protective order or by redaction.

In response to Document Request No. 8, the Beneficiary Plaintiffs responded:

## **DOCUMENT REQUEST NO. 8**

8. Produce copies of all leases in your possession, custody or control covering mineral interests in the Eagle Ford Shale executed in 2007, 2008, 2009, or 2010 that included a 90-day continuous drilling obligation.

### **RESPONSE:**

Plaintiffs object to this Request as being irrelevant, overbroad, duplicative, unduly burdensome and an impermissible “fishing expedition.” This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures.

Plaintiffs further object as this Request constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that the individual beneficiary Plaintiffs would be in possession of leases covering Eagle Ford Shale mineral interests with a 90-day continuous drilling obligation outside of what they may have obtained from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

Plaintiffs further object inasmuch as this Request purports to exceed the scope of permissible discovery as defined by Judge Mery in June of 2013. Judge Mery ruled that the individual beneficiary Plaintiffs need only produce those documents in their possession that would tend to prove a factual allegation brought by the individual beneficiary Plaintiffs.

Subject to the foregoing and without waiving same, Plaintiffs state that they have no such documents in their possession, custody or control. To the extent that this Request seeks expert materials pursuant to Texas Rule of Civil Procedure 192.3(e), discoverable documents responsive to this Request have been produced to Defendant, or are being produced to Defendant.

Exhibit C at 21-22. Wells Fargo and U.S. Bank also objected:

### **RESPONSE:**

Plaintiff objects to this Request as being irrelevant, overbroad, duplicative, unduly burdensome and an impermissible “fishing expedition.” This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures. Plaintiff further objects as the Court previously ruled that similar discovery regarding Plaintiff’s confidential and proprietary business practices was irrelevant impermissible in June 2013. Finally, this request is objectionable as it seeks confidential client information. Subject to and without waiving these objections, to the extent that this Request seeks expert materials pursuant to Texas Rule of Civil Procedure 192.3(e), discoverable documents responsive to this Request have been produced to Defendant, or are being produced to Defendant.

Exhibit E at 18, Exhibit G at 18.

All of the above objections should be overruled. If the Beneficiary Plaintiffs have no leases containing this provision in their possession, custody, or control, Defendant is entitled to learn that fact without objection. Leases containing a 90-day continuous drilling obligation are certainly relevant to Plaintiffs' contention that Defendant's failure to require the same in the 2008 Petrohawk Leases was a breach of fiduciary duty. Thus it is proper under Rule 192.3(j), which explicitly allows discovery of the factual basis for a party's legal contentions. The scope of the request is sufficiently tailored to the relevant time period (2007-2010), and the relevant area (the Eagle Ford Shale).

Contrary to Plaintiffs' assertion of privilege, any lease document itself is not privileged. Even if a lease was handed to a plaintiff by their counsel or expert, the attorney-client privilege only protects certain communications, not underlying documents or facts. *See Nat'l Union Fire Ins. Co. of Pittsburgh, Pennsylvania v. Valdez*, 863 S.W.2d 458, 460 (Tex. 1993) ("a party may not cloak a document with the attorney-client privilege simply by forwarding it to his or her attorney" and "a party has the burden of demonstrating the applicability of a particular privilege, notwithstanding the location of these documents in its attorney's files"). Likewise, Plaintiffs have not explained how a lease (presumably involving two non-parties) could constitute attorney work product in this action. *See* TEX. R. CIV. P. 192.5. And even if such leases did fit within the general definition of work product (which they do not), they are excepted from the doctrine and discoverable as the factual basis supporting a party's legal contention. *See* TEX. R. CIV. P. 192.5(c)(1), 192.3(j).

Moreover, production of such leases do not require disclosure of proprietary business practices. Plaintiffs do not explain how a vague concern regarding "confidential client information" in such leases trumps Plaintiffs discovery obligations in this case, especially given



the prospect of an agreed protective order or redactions. Plaintiffs also appear to argue that they do not have to produce leases in the custody of their attorneys or experts. However, the Texas Rules of Civil Procedure preclude such an argument by requiring production of documents within one's "possession, custody, or control." Tex. R. Civ. P. 192.3(b). Rule 192.7 explains that "possession, custody, or control of an item means that the person either has physical possession of the item or has a right to possession of the item that is equal or superior to the person who has physical possession of the item." Tex. R. Civ. P. 192.7(b). As such, Plaintiffs cannot avoid their discovery obligation to produce relevant documents merely by stating that any documents are in the possession of their lawyer or their expert.

Document Request No. 9 asked Plaintiffs to produce "copies of all leases in your possession, custody, or control covering mineral interests in the Eagle Ford Shale with a royalty of 25% and a per/acre lease bonus in excess of \$200/acre executed in 2008." Exhibit A at 8. Because Plaintiffs have contended that these terms in the 2008 Petrohawk leases were "below market," any lease from this area and time period with higher compensation amounts is highly relevant. However, the Beneficiary Plaintiffs provided the same deficient objections and "answer" to this request as to No. 8 above, and Wells Fargo and U.S. Bank provided the same deficient objections to this request as to No. 8 as well. For the same reasons, the Beneficiaries', Wells Fargo's, and U.S. Bank's objections should be overruled.

As it now stands, Plaintiffs may have leases with these provisions they intend to use at trial, but have not disclosed to Defendant. Likewise, they may have no such leases. Either way, Defendant is entitled to know and make appropriate arguments.

Accordingly, the Court should overrule Plaintiffs' objections to Interrogatory Nos. 3, 6, 8, and 9, as well as Plaintiffs' objections to Document Request Nos. 4, 8, and 9, and compel Plaintiffs to answer and produce documents in response to the same.

**PRAYER**

For the foregoing reasons, JPMorgan respectfully requests that the Court grant its Motion to Compel and compel Plaintiffs to respond to Defendants Second Set of Interrogatories, Nos. 1, 2, 3, 6, 8, and 9, and to produce documents responsive to Defendants Third Set of Document Requests, Nos. 4, 8, and 9. JPMorgan also respectfully requests the award of its attorneys' fees under Rule 215.2(b)(8).

Respectfully submitted,

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**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF CONFERENCE**

I have discussed this motion on two occasions with counsel for Plaintiffs and no agreement could be reached.

/s/ Charles A. Gall  
Charles A. Gall

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been served on the following counsel of record via the electronic service manager and/or by email on this 21st day of July, 2014.

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/s/ Charles A. Gall  
Charles A. Gall

# Exhibit A

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

**DEFENDANT'S FIRST SET OF REQUESTS FOR ADMISSIONS, SECOND SET OF INTERROGATORIES, AND THIRD SET OF REQUESTS FOR PRODUCTION TO ALL PLAINTIFFS**

Pursuant to Rules 192, 194, 196, and 197 of the Texas Rules of Civil Procedure, Defendant JPMorgan Chase Bank, N.A., Individually and as Trustee of the South Texas Syndicate Trust (“Defendant”) serves these First Set of Requests for Admissions, Second Set of Interrogatories, and Third Set of Requests for Production on all Plaintiffs.

**I.**

**DEFINITIONS AND INSTRUCTIONS**

1. The term “document” shall have the same meaning as the phrase “documents and tangible things” in Rule 192.3(b) of the Texas Rules of Civil Procedure. “Document” includes drafts of originals and any identical or non-identical copies. “Document” shall also include electronic mail and other data or information in electronic or magnetic form.

2. The term “communication” refers to every manner or means of disclosure, transfer, or exchange of information or knowledge from one person to another, including (without limitation) statements, discussions, conversations, meetings, remarks, correspondence, memos, e-mails, text messages, questions and answers, telephone calls, electronic transmissions, and all attachments to same.

3. The term “identify” in reference to a document means to set forth the (a) date; (b) author; (c) addressee; and (d) type of document.

4. The term “identify” in reference to a person means to set forth the (a) name; (b) address; and (c) telephone number.

5. In construing these Requests and Interrogatories: (a) the singular shall include the plural and the plural shall include the singular; (b) the masculine, feminine or neuter pronoun shall not exclude the other genders; (c) the conjunctions “and” and “or” shall be read either disjunctively or conjunctively so as to bring within the scope of the request all information that might otherwise be construed to be outside its scope; and (d) the word “any” shall be read to mean each and every.

6. The terms “evidences,” “evidencing,” “refer” or “referring,” “relate” or “relating” or “reflect” or “reflecting” as to any given subject, when used to specify a document, communication, or statement, mean any document, communication, or statement that constitutes, contains, embodies, identifies, states, deals with, or is in any manner whatsoever pertinent to that subject.

7. The term “Eagle Ford Shale” means the area in South Texas referred to in the oil and gas industry as the Eagle Ford Shale, generally including areas of the following counties: Maverick, Zavala, Frio, Dimmit, Webb, La Salle, Atascosa, Live Oak, Duval, McMullen, Bee, Karnes, Wilson, Goliad, DeWitt, Gonzales, Lavaca, Fayette, Bastrop, Lee, Washington, Burleson, Brazos, and Grimes.

8. These requests require you to gather and produce all responsive documents within your possession, custody or control. Without limitation of the term “control” as used in the preceding sentence, a document is deemed to be in your control if you have the right to secure

the document or a copy thereof from another person or public or private entity having actual physical possession thereof.

9. These requests include all responsive electronic information. Please produce all responsive documents in Single Image TIFFs in an OCR Ringtail-loadable file or in the electronic format in which they are maintained (“native format”).

10. In the event you object to a Request or Interrogatory, please specifically state (a) the legal or factual basis for the objection, and (b) the extent to which you refuse to comply with the Request or Interrogatory. Pursuant to Rule 193.2(b) of the Texas Rules of Civil Procedure, you must comply with as much of the Request or Interrogatory to which you have made no objection unless it is unreasonable under the circumstances to do so before obtaining a ruling on the objection.

11. With respect to each document covered by these Requests which you presently contend that you are not required to disclose because of any privilege or exemption,

- (a) identify the document by date, title, authors and addressees;
- (b) state the nature of the privilege asserted; and
- (c) briefly describe the nature of the document.

## II.

### **DEFENDANT’S FIRST SET OF REQUESTS FOR ADMISSIONS TO ALL PLAINTIFFS**

1. Admit that the lease bonus of \$200 per acre received for the July 16, 2008 Petrohawk Lease was at or above fair market value for mineral leases with a royalty of 25% in La Salle and McMullen counties as of July 16, 2008.

2. Admit that you do not contend that the lease bonus of \$200 per acre received for the July 16, 2008 Petrohawk Lease was below fair market value for mineral leases with a royalty of 25% in La Salle and McMullen counties as of July 16, 2008.



3. Admit that the lease bonus of \$200 per acre received for the December 12, 2008 Petrohawk Leases was at or above fair market value for mineral leases with a royalty of 25% in La Salle and McMullen counties as of December 12, 2008.

4. Admit that you do not contend that the lease bonus of \$200 per acre received for the December 12, 2008 Petrohawk Leases was below fair market value for mineral leases with a royalty of 25% in La Salle and McMullen counties as of December 12, 2008.

5. Admit that JPMorgan received sufficient lease bonus per acre for the July 16, 2008 Petrohawk Lease.

6. Admit that JPMorgan received sufficient lease bonus per acre for the December 12, 2008 Petrohawk Leases.

7. Admit that you do not contend that JPMorgan received an insufficient lease bonus per acre for the July 16, 2008 Petrohawk Lease.

8. Admit that you do not contend that JPMorgan received an insufficient lease bonus per acre for the December 12, 2008 Petrohawk Leases.

9. Admit that you are unaware of any lease of mineral interest in the Eagle Ford Shale Play executed in 2007, 2008, 2009, or 2010 containing a “most favored nations” clause (as that term is used by Plaintiff’s expert Robert Lee) covering the lease bonus amount or containing any other provision for increasing the lease bonus amount contingent upon later leasing activity.

10. Admit that you received the 1990 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 009776-009807).

11. Admit that you received the 1991 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 009743-009775).

12. Admit that you received the 1992 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 009712-009742).

13. Admit that you received the 1993 “Annual Report to the Beneficiaries” regarding STS (See DEFENDANTS 009676-009711).

14. Admit that you received the 1994 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 009639-009675).

15. Admit that you received the 1995 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 009599-009638).

16. Admit that you received the 1996 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 009563-009598).

17. Admit that you received the 1997 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 009523-009562).

18. Admit that you received the 1998 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 009484-009522).

19. Admit that you received the 1999 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 009441-009483).

20. Admit that you received the 2000 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 032745-032782).

21. Admit that you received the 2001 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 406).

22. Admit that you received the 2002 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 407).

23. Admit that you received the 2003 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 408).

24. Admit that you received the 2004 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 409).

25. Admit that you received the 2005 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 410).

26. Admit that you received the 2006 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 411).

27. Admit that you received the 2007 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 000476-000519).

28. Admit that you received the 2008 “Annual Report to the Beneficiaries” regarding STS (see PI015202-015237).

29. Admit that you received the 2009 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 414).

30. Admit that you received the 2010 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 415).

31. Admit that you received the 2011 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 416).

32. Admit that you received the 2012 “Annual Report to the Beneficiaries” regarding STS, attached hereto as Exhibit 1.

### III.

#### **DEFENDANT'S SECOND SET OF INTERROGATORIES TO ALL PLAINTIFFS**

1. If you deny Request for Admission No. 1 above, please set forth the dollar amount that you contend was the fair market value of the lease bonus per acre as of July 16, 2008 for the property covered by the July 16, 2008 Petrohawk Lease, explain how you arrived at that dollar amount, and identify all documents, evidence, or other sources you rely upon for your answer (including all leases and bonuses received for such leases that you claim establish that the July 16, 2008 lease bonus was not fair market value).

2. If you deny Request for Admission No. 3 above, please set forth the dollar amount that you contend was the fair market value of the lease bonus per acre as of December 12, 2008 for the property covered by the December 12, 2008 Petrohawk Leases, explain how you arrived at that dollar amount, and identify all documents, evidence, or other sources you rely upon for your answer (including all leases and bonuses received for such leases that you claim establish that the July 16, 2008 lease bonus was not fair market value).

3. Identify all mineral interests totaling more than 5,000 contiguous acres in the Eagle Ford Shale that were leased during the years 2007, 2008, 2009, or 2010 in increments, blocks, phases, pieces, or smaller segments of 2,500 acres or less.

4. Identify all mineral interests in the Eagle Ford Shale leased in 2007, 2008, 2009, or 2010 containing a "most favored nations" clause covering the lease bonus amount or containing any other provision for increasing the lease bonus amount contingent upon later leasing activity.

5. Identify all leases of mineral interests in the Eagle Ford Shale executed in 2007, 2008, 2009, or 2010 of which you are aware that were for a 2-year primary term or less.

6. Identify all leases of mineral interests in the Eagle Ford Shale executed in 2007, 2008, 2009, or 2010 of which you are aware that included a 90-day continuous drilling obligation.

7. Identify all assumptions, parameters, inputs, rules, inferences, or principles used in preparation of the "drilling schedule" included in the "Supplemental Affidavit of Charles E. Graham, III" dated February 27, 2014, including drafts.

8. Identify any lease executed by you, individually, or in a representative capacity, covering mineral interests in the Eagle Ford Shale during the years 2008 through 2010.

9. Identify all leases covering mineral interests in the Eagle Ford Shale with a royalty of 25% and a per/acre lease bonus in excess of \$200/acre executed during 2008.

10. Regarding your allegations of fraud and negligent misrepresentation, identify the content and timing of each material representation made to you by Defendant that you contend was false.

11. Regarding your allegations of fraud by nondisclosure, identify each material fact that you contend should have been disclosed to you by Defendant that was not, and the time you contend such disclosure should have been made.

12. Regarding your allegations of fraud and fraud by nondisclosure, identify any evidence you have supporting the contention that Defendant intended to induce you to act or refrain from acting by making each false representations or material omission.

13. Regarding your allegations of fraud, fraud by nondisclosure, and negligent misrepresentation, explain what actions you contend you took, or actions you contend you refrained from taking, in reliance on each misrepresentation or material omission.

14. Regarding your allegations of fraud, fraud by nondisclosure, and negligent misrepresentation, identify the amount and method of calculating the damages you contend you incurred as a result of Defendant making each material misrepresentation or material omission.

15. For any action or non-action identified in response to Interrogatory No. 13, explain the causal connection between it and the damages identified in response to Interrogatory No. 14.

16. Explain how the damages you seek for fraud, fraud by non-disclosure, or negligent misrepresentation differ from the damages you seek for breach of fiduciary duty.

#### IV.

#### **DEFENDANT'S THIRD SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO ALL PLAINTIFFS**

1. Produce all documents supporting or used in preparation of the "drilling schedule" (or any subsequent version thereof) included in the "Supplemental Affidavit of Charles E. Graham, III" dated February 27, 2014 (marked "Plaintiffs' App. 01209-01223").

2. Produce all documents supporting or evidencing the basis for each assumption, parameter, input, rule, inference, or principle identified in response to Interrogatory No. 7 above.

3. Produce all electronic data related to the calculations (or any subsequent version thereof) included in the "Supplemental Affidavit of Charles E. Graham, III" dated February 27, 2014.

4. For all leases covering mineral interests in the Eagle Ford Shale executed by any Plaintiff, either individually or in its representative capacity during the years 2008 through 2010, produce the lease and documents showing the amount of bonus received.

5. For all leases which Robert E. Lee, Jr. (?) negotiated, assisted in negotiating or consulted on as a mineral manager during the years 2007-2011, produce the lease and documents showing the amount of bonus received.

6. Produce copies of all leases in your possession, custody or control containing a “most favored nations” clause covering the lease bonus amount or containing any other provision for increasing the lease bonus amount contingent upon later leasing activity.

7. Produce copies of all leases in your possession, custody or control covering mineral interests in the Eagle Ford Shale executed in 2007, 2008, 2009, or 2010 that were for a 2-year primary term or less.

8. Produce copies of all leases in your possession, custody or control covering mineral interests in the Eagle Ford Shale executed in 2007, 2008, 2009, or 2010 that included a 90-day continuous drilling obligation.

9. Produce copies of all leases in your possession, custody or control covering mineral interests in the Eagle Ford Shale with a royalty of 25% and a per/acre lease bonus in excess of \$200/acre executed during 2008.

10. Produce copies of all leases in your possession, custody or control covering mineral interests in the Eagle Ford Shale executed during 2008, 2009 or 2010.

Respectfully submitted,

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**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing instrument has been served on the following counsel of record via the electronic service manager and/or by email on this 16<sup>th</sup> day of May, 2014.

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\_\_\_\_\_  
Charles A. Gall

# Exhibit B



CAUSE NO. 2010-CI-10977

JOHN K. MEYER, *ET AL.*,

Plaintiffs,

vs.

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

Defendants.

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IN THE DISTRICT COURT

225<sup>th</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**BENEFICIARY PLAINTIFFS' RESPONSES TO DEFENDANTS' FIRST SET OF  
REQUESTS FOR ADMISSIONS**

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

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

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DATE: June 13, 2014

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Respectfully submitted,

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By:   
\_\_\_\_\_

**ATTORNEYS FOR PLAINTIFFS**

**RESPONSES TO DEFENDANTS'**  
**FIRST SET OF REQUEST FOR ADMISSIONS**

1. Admit that the lease bonus of \$200 per acre received for the July 16, 2008 Petrohawk Lease was at or above fair market value for mineral leases with a royalty of 25% in La Salle and McMullen counties as of July 16, 2008.

**RESPONSE:** DENY.

2. Admit that you do not contend that the lease bonus of \$200 per acre received for the July 16, 2008 Petrohawk Lease was below fair market value for mineral leases with a royalty of 25% in La Salle and McMullen counties as of July 16, 2008.

**RESPONSE:** DENY.

3. Admit that the lease bonus of \$200 per acre received for the December 12, 2008 Petrohawk Leases was at or above fair market value for mineral leases with a royalty of 25% in La Salle and McMullen counties as of December 12, 2008.

**RESPONSE:** DENY.

4. Admit that you do not contend that the lease bonus of \$200 per acre received for the December 12, 2008 Petrohawk Leases was below fair market value for mineral leases with a royalty of 25% in La Salle and McMullen counties as of December 12, 2008.

**RESPONSE:** DENY.

5. Admit that JPMorgan received sufficient lease bonus per acre for the July 16, 2008 Petrohawk Lease.

**RESPONSE:** DENY.

6. Admit that JPMorgan received sufficient lease bonus per acre for the December 12, 2008 Petrohawk Leases.

**RESPONSE:** DENY.

7. Admit that you do not contend that JPMorgan received an insufficient lease bonus per acre for the July 16, 2008 Petrohawk Lease.

**RESPONSE:** DENY.

8. Admit that you do not contend that JPMorgan received an insufficient lease bonus per acre for the December 12, 2008 Petrohawk Leases.

**RESPONSE:** DENY.

9. Admit that you are unaware of any lease of mineral interest in the Eagle Ford Shale Play executed in 2007, 2008, 2009, or 2010 containing a "most favored nations" clause (as

that term is used by Plaintiff's expert Robert Lee) covering the lease bonus amount or containing any other provision for increasing the lease bonus amount contingent upon later leasing activity.

**RESPONSE:** DENY

10. Admit that you received the 1990 "Annual Report to the Beneficiaries" regarding STS (see DEFENDANTS 009776-009807).

**RESPONSE:** ADMIT.

11. Admit that you received the 1991 "Annual Report to the Beneficiaries" regarding STS (see DEFENDANTS 009743-009775).

**RESPONSE:** ADMIT.

12. Admit that you received the 1992 "Annual Report to the Beneficiaries" regarding STS (see DEFENDANTS 009712-009742).

**RESPONSE:** ADMIT.

13. Admit that you received the 1993 "Annual Report to the Beneficiaries" regarding STS (see DEFENDANTS 009676-009711).

**RESPONSE:** ADMIT.

14. Admit that you received the 1994 "Annual Report to the Beneficiaries" regarding STS (see DEFENDANTS 009639-009675).

**RESPONSE:** ADMIT.

15. Admit that you received the 1995 "Annual Report to the Beneficiaries" regarding STS (see DEFENDANTS 009599-009638).

**RESPONSE:** ADMIT.

16. Admit that you received the 1996 "Annual Report to the Beneficiaries" regarding STS (see DEFENDANTS 009563-009598).

**RESPONSE:** ADMIT.

17. Admit that you received the 1997 "Annual Report to the Beneficiaries" regarding STS (see DEFENDANTS 009523-009562).

**RESPONSE:** ADMIT.

18. Admit that you received the 1998 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 009484-009522).

**RESPONSE:** ADMIT.

19. Admit that you received the 1999 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 009441-009483).

**RESPONSE:** ADMIT.

20. Admit that you received the 2000 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 032745-032782).

**RESPONSE:** ADMIT.

21. Admit that you received the 2001 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 406).

**RESPONSE:** ADMIT.

22. Admit that you received the 2002 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 407).

**RESPONSE:** ADMIT.

23. Admit that you received the 2003 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 408).

**RESPONSE:** ADMIT.

24. Admit that you received the 2004 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 409).

**RESPONSE:** ADMIT.

25. Admit that you received the 2005 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 410).

**RESPONSE:** ADMIT.

26. Admit that you received the 2006 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 411).

**RESPONSE:** ADMIT.

27. Admit that you received the 2007 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 000476-000519).

**RESPONSE:** ADMIT.

28. Admit that you received the 2008 “Annual Report to the Beneficiaries” regarding STS (see PI015202-015237).

**RESPONSE:** ADMIT.

29. Admit that you received the 2009 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 414).

**RESPONSE:** ADMIT.

30. Admit that you received the 2010 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 415).

**RESPONSE:** ADMIT.

31. Admit that you received the 2011 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 416).

**RESPONSE:** ADMIT.

32. Admit that you received the 2012 “Annual Report to the Beneficiaries” regarding STS, attached hereto as Exhibit 1.

**RESPONSE:** ADMIT.

**CERTIFICATE OF SERVICE**

I certify that on June 13, 2014, this document was served on the following described parties in the manner indicated below:

Patrick K. Sheehan  
David Jed Williams  
Hornberger Sheehan Fuller & Garza Inc.  
The Quarry Heights Building  
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San Antonio, TX 78209

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

Via U.S. Mail and Email

  
\_\_\_\_\_  
Michael S. Christian



# Exhibit C



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

DATE: June 16, 2014

**CLEMENS & SPENCER, P.C.**

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**DROUGHT DROUGHT & BOBBITT,  
LLP**

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Respectfully submitted,

**LOEWINSOHN FLEGLE DEARY, L.L.P.**

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LLP**

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By: 

**ATTORNEYS FOR PLAINTIFFS**

**ANSWERS AND OBJECTIONS TO DEFENDANT'S  
SECOND SET OF INTERROGATORIES TO ALL PLAINTIFFS**

**INTERROGATORY NO. 1**

1. If you deny Request for Admission No. 1 above, please set forth the dollar amount that you contend was the fair market value of the lease bonus per acre as of July 16, 2008 for the property covered by the July 16, 2008 Petrohawk Lease, explain how you arrived at that dollar amount, and identify all documents, evidence, or other sources you rely upon for your answer (including all leases and bonuses received for such leases that you claim establish that the July 16, 2008 lease bonus was not fair market value).

**OBJECTION:**

Plaintiffs object as this Interrogatory is nonsensical and seeks irrelevant information because it misconstrues Plaintiffs' allegations and incorrectly asserts that Plaintiffs' damages from the July 16, 2008 Petrohawk Lease should be calculated based on comparable lease prices on July 16, 2008. This Interrogatory is also objectionable as it seeks: (1) information and expert discovery in excess of what is permitted under the Texas Rules of Civil Procedure; (2) public records and/or data equally accessible (or inaccessible) to Defendant; (3) information already in the possession of Defendant; and (4) information protected by the work product doctrine and the attorney-client privilege.

Plaintiffs further object as this Interrogatory constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that the individual beneficiary plaintiffs would be in possession of documents or information concerning the fair market value of Eagle Ford Shale leases in 2008 outside of what they may have learned from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiffs state that JP Morgan failed to keep them informed of, and affirmatively concealed, important aspects of the July 16, 2008 leases, such that Plaintiffs only learned the full extent of JP Morgan's wrongful actions during the course of this litigation based on communications with counsel and review of their Expert analyses. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures and Amended Disclosures, including but not limited to Plaintiffs' Expert Reports, supporting materials produced by Plaintiffs' Experts, affidavits of Plaintiffs' Experts, and the deposition, hearing and trial testimony of Plaintiffs' Experts.

Moreover, by virtue of JP Morgan's improper agreement to deal exclusively with Petrohawk in a closed-market and confidential transaction, JP Morgan acted to artificially depress the fair market value of the July 2008 lease bonus payments. In addition, the fair market value of lease

bonus prices in 2007 exceeded the amount paid by Petrohawk in July of 2008, as evidenced by the 2007 Whittier seismic agreement and option. Plaintiffs, their counsel, and their Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

**INTERROGATORY NO. 2**

2. If you deny Request for Admission No. 3 above, please set forth the dollar amount that you contend was the fair market value of the lease bonus per acre as of December 12, 2008 for the property covered by the December 12, 2008 Petrohawk Leases, explain how you arrived at that dollar amount, and identify all documents, evidence, or other sources you rely upon for your answer (including all leases and bonuses received for such leases that you claim establish that the July 16, 2008 lease bonus was not fair market value).

**OBJECTION:**

Plaintiffs object as this Interrogatory is nonsensical and seeks irrelevant information because it misconstrues Plaintiffs' allegations and incorrectly asserts that Plaintiffs' damages from the December 12, 2008 Petrohawk Lease should be calculated based on comparable lease prices on December 12, 2008. This Interrogatory is likewise objectionable as it is improperly phrased and incomprehensible as it appears to include an erroneous reference to the July 2008 Petrohawk Lease. This Interrogatory is also objectionable as it seeks: (1) information and expert discovery in excess of what is permitted under the Texas Rules of Civil Procedure; (2) public records and/or data equally accessible (or inaccessible) to Defendant; (3) information already in the possession of Defendant; and (4) information subject to the work product doctrine and the attorney-client privilege.

Plaintiffs further object as this Interrogatory constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that the individual beneficiary plaintiffs would be in possession of documents or information concerning the fair market value of Eagle Ford Shale leases in 2008 outside of what they may have learned from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiffs state that JP Morgan failed to keep them informed of, and affirmatively concealed, important aspects of the December 12, 2008 leases, such that Plaintiffs only learned the full extent of JP Morgan's wrongful actions during the course of this litigation based on communications with counsel and review of their Expert analyses. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures, and Amended Disclosures, including but not limited to Plaintiffs' Expert Reports, supporting materials produced by Plaintiffs' Experts, affidavits of Plaintiffs' Experts, and the deposition, hearing and trial testimony of Plaintiffs' experts.

Moreover, by virtue of JP Morgan's improper agreement to deal exclusively with Petrohawk in a closed-market and confidential transaction, JP Morgan acted to artificially depress the fair market value of the December 2008 lease bonus payments. In addition, the fair market value of lease bonus prices in 2007 exceeded the amount paid by Petrohawk in December of 2008, as evidenced by the 2007 Whittier seismic agreement and option as well as the testimony of Greg Robertson. Plaintiffs, their counsel, and Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

### **INTERROGATORY NO. 3**

3. Identify all mineral interests totaling more than 5,000 contiguous acres in the Eagle Ford Shale that were leased during the years 2007, 2008, 2009, or 2010 in increments, blocks, phases, pieces, or smaller segments of 2,500 acres or less.

### **OBJECTION:**

Plaintiffs object to this Interrogatory as overly broad, harassing, and unduly burdensome. This Interrogatory seeks information with limited relevance and is further improper as the information sought is in excess of what is permitted under the Texas Rules of Civil Procedure and proper expert discovery. Moreover, the information sought is equally accessible (or inaccessible) to Defendant and/or is already in the possession of Defendant. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs' Experts, such information is protected by the attorney-client privilege and the work product doctrine.

Plaintiffs further object as this Interrogatory constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that the individual beneficiary plaintiffs would be in possession of documents or information concerning the size of acreage increments for leases in the Eagle Ford Shale between 2007 and 2010 outside of what they may have learned from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

### **ANSWER:**

Subject to the foregoing and without waiving same, Plaintiffs state that JP Morgan failed to keep them informed of, and affirmatively concealed, important aspects of the STS leases, extensions and/or amendments, such that Plaintiffs only learned the full extent of JP Morgan's wrongful actions during the course of this litigation based on communications with counsel and review of their Expert analyses. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiffs' Expert Reports, supporting materials produced by Plaintiffs' Experts, and the deposition, hearing and trial testimony of the Plaintiffs' Experts. Plaintiffs, their counsel, and Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

**INTERROGATORY NO. 4**

4. Identify all mineral interests in the Eagle Ford Shale leased in 2007, 2008, 2009, or 2010 containing a “most favored nations” clause covering the lease bonus amount or containing any other provision for increasing the lease bonus amount contingent upon later leasing activity.

**OBJECTION:**

Plaintiffs object to this Interrogatory as overly broad, harassing, and unduly burdensome. This Interrogatory seeks information with limited relevance and is further improper as the information sought is in excess of what is permitted under the Texas Rules of Civil Procedure and proper expert discovery. Moreover, the information sought is equally accessible (or inaccessible) to Defendant and/or is already in the possession of Defendant. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs’ Experts, such information is protected by the attorney-client privilege and the work product doctrine.

Plaintiffs further object as this Interrogatory constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that the individual beneficiary plaintiffs would be in possession of documents or information concerning “most favored nations” clauses in Eagle Ford Shale leases between 2007 and 2010 outside of what they may have learned from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiffs state that JP Morgan failed to keep them informed of protective lease terms such as “most favored nations” clauses, such that Plaintiffs only learned the full extent of JP Morgan’s failure to include proper lease terms during the course of this litigation based on communications with counsel and review of their Expert analyses. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs assert that they are aware of Eagle Ford leases with “most favored nations” provisions, but that such leases are confidential as between the parties to such leases. Moreover, Defendant has previously been made aware of a Haynesville Petrohawk lease with a most favored nations clause signed approximately one month prior to the May 2008 STS Petrohawk Leases. *See* Deposition of Robert Lee at pp. 145-148 (December 17, 2013). Plaintiffs further refer Defendant to (without limitation) Plaintiffs’ Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiffs’ Expert Reports, supporting materials produced by Plaintiffs’ Experts, affidavits of Plaintiffs’ Experts, and the deposition, hearing and trial testimony of Plaintiffs’ Experts. Plaintiffs, their counsel, and Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.



**INTERROGATORY NO. 5**

5. Identify all leases of mineral interests in the Eagle Ford Shale executed in 2007, 2008, 2009, or 2010 of which you are aware that were for a 2-year primary term or less.

**OBJECTION:**

Plaintiffs object to this Interrogatory as overly broad, harassing, and unduly burdensome. This Interrogatory seeks information with limited relevance and is further improper as the information sought is in excess of what is permitted under the Texas Rules of Civil Procedure and expert discovery. Moreover, the information sought is equally accessible (or inaccessible) to Defendant and/or is already in the possession of Defendant. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs' Experts, such information is protected by the attorney-client privilege and the work product doctrine.

Plaintiffs further object as this Interrogatory constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that the individual beneficiary plaintiffs would be in possession of documents or information concerning the length of the primary terms for Eagle Ford Shale leases between 2007 and 2010 outside of what they may have learned from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiffs state that JP Morgan failed to keep them informed of its failure and or refusal to include proper development obligations in the STS leases at issue, such that Plaintiffs only learned the full extent of JP Morgan's failure to include proper development obligations during the course of this litigation based on communications with counsel and review of their Expert analyses. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiffs' Expert Reports, supporting materials produced by Plaintiffs' Experts, affidavits of Plaintiffs' Experts, and the deposition, hearing and trial testimony of Plaintiffs' Experts. Plaintiffs, their counsel, and their Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

**INTERROGATORY NO. 6**

6. Identify all leases of mineral interests in the Eagle Ford Shale executed in 2007, 2008, 2009, or 2010 of which you are aware that included a 90-day continuous drilling obligation.

**OBJECTION:**

Plaintiffs object to this Interrogatory as overly broad, harassing, and unduly burdensome. This Interrogatory seeks information with limited relevance and is further improper as the information

sought is in excess of what is permitted under the Texas Rules of Civil Procedure and expert discovery. Moreover, the information sought is equally accessible (or inaccessible) to Defendant and/or is already in the possession of Defendant. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs' Experts, such information is protected by the attorney-client privilege and the work product doctrine.

Plaintiffs further object as this Interrogatory constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that the individual beneficiary plaintiffs would be in possession of documents or information concerning the continuous drilling requirements for Eagle Ford Shale leases between 2007 and 2010 outside of what they may have learned from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiffs state that JP Morgan failed to keep them informed of its failure and or refusal to include proper development obligations in the STS leases at issue, such that Plaintiffs only learned the full extent of JP Morgan's failure to include proper development obligations during the course of this litigation based on communications with counsel and review of their Expert analyses. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiffs' Expert Reports, supporting materials produced by Plaintiffs' Experts, affidavits of Plaintiffs' Experts, and the deposition, hearing and trial testimony of Plaintiffs' Experts. Plaintiffs, their counsel, and their Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

**INTERROGATORY NO. 7**

7. Identify all assumptions, parameters, inputs, rules, inferences, or principles used in preparation of the "drilling schedule" included in the "Supplemental Affidavit of Charles E. Graham, III" dated February 27, 2014, including drafts.

**OBJECTION:**

Plaintiffs object to this Interrogatory as vague, confusing, and overly broad. The Interrogatory is also objectionable because it seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, constitutes improper expert discovery, and requests information already in the possession of the Defendant. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs' Experts, such information is protected by the attorney-client privilege and the work product doctrine.

Plaintiffs further object as this Interrogatory constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that the individual beneficiary plaintiffs would be in possession of documents or information concerning the contents of Charles Graham's expert

affidavit outside of what they may have learned from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiffs refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures, and Amended Disclosures, including, but not limited to their Expert Reports, supporting materials produced by Plaintiffs' Experts, affidavits of Plaintiffs' Experts, and the deposition, hearing and trial testimony of Plaintiffs' Experts. Plaintiffs, their counsel, and their Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

**INTERROGATORY NO. 8**

8. Identify any lease executed by you, individually, or in a representative capacity, covering mineral interests in the Eagle Ford Shale during the years 2008 through 2010.

**OBJECTION:**

Plaintiffs object to this Interrogatory as irrelevant and improper harassment. Defendant has no reasonable basis on which to conclude that the individual beneficiary plaintiffs executed any lease for mineral interests in the Eagle Ford Shale in any capacity at any time.

Subject to the foregoing and without waiving same, Plaintiffs state that they have no such documents in their possession, custody or control.

**INTERROGATORY NO. 9**

9. Identify all leases covering mineral interests in the Eagle Ford Shale with a royalty of 25% and a per/acre bonus in excess of \$200/acre executed during 2008.

**OBJECTION:**

Plaintiffs object as this Interrogatory is nonsensical and seeks irrelevant information. This Interrogatory misconstrues Plaintiffs' allegations and incorrectly suggests that Plaintiffs' damages from the 2008 Petrohawk Leases should be calculated based on comparable lease prices and royalty rates from 2008. Plaintiffs also object because this Interrogatory is overly broad, harassing, and unduly burdensome. This Interrogatory is further objectionable as it seeks: (1) information and expert discovery in excess of what is permitted under the Texas Rules of Civil Procedure; (2) public records and/or data equally accessible (or inaccessible) to Defendant; (3) information already in the possession of Defendant; and (4) information protected by the work product doctrine and the attorney-client privilege.

Plaintiffs further object as this Interrogatory constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that the individual beneficiary plaintiffs would be in

possession of documents or information concerning “all leases covering mineral interests in the Eagle Ford Shale with a royalty of 25% and a per/acre bonus in excess of \$200/acre executed during 2008” outside of what they may have learned from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiffs state that, only after this lawsuit was filed, did they learn from their Experts and counsel the details of how JP Morgan entered into imprudent, rushed, reckless, hasty, exclusive and confidential agreement(s) with Petrohawk in 2008 regarding STS acreage. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Plaintiffs further assert that the July and December 2008 Petrohawk leases should not have been made, and that 2008 bonus prices are not an appropriate measure for such leases, as described more fully in (without limitation) Plaintiffs’ Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiffs’ Expert Reports, supporting materials produced by Plaintiffs’ Experts, affidavits of Plaintiffs’ Experts, and the deposition, trial and hearing testimony of the Plaintiffs’ Experts. Plaintiffs, their counsel, and their Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

**INTERROGATORY NO. 10**

10. Regarding your allegations of fraud and negligent misrepresentation, identify the content and timing of each material representation made to you by Defendant that you contend was false.

**OBJECTION:**

Plaintiffs object to this Interrogatory as being improper, overly broad, duplicative, and unduly burdensome. This Interrogatory also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of the Defendant. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs’ Experts, such information is protected by the attorney-client privilege and the work product doctrine. This Interrogatory further improperly requires that Plaintiffs marshal all available proof they intend to offer at trial. Finally, Plaintiffs object to this Interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiffs’ claims.

**ANSWER:**

Subject to the foregoing objections and without waiving same, Plaintiffs state that they learned the details of JP Morgan’s fraud and negligent misrepresentation during the course of this litigation from their counsel and Experts. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) their Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiffs’ Expert Reports; supporting materials produced by Plaintiffs’ Experts; the deposition, hearing and trial testimony of

Plaintiffs' Experts and Plaintiffs; the current Amended Plea in Intervention filed in this case; the depositions of JP Morgan employees (past and present); Plaintiffs' prior discovery responses; all pleadings and evidence filed in connection with the March 2014 summary judgment proceedings; JP Morgan's actions in falsely representing to the Plaintiffs that it was not required to resign at the request of holders of 51% of the beneficial interest in STS; JP Morgan's actions in connection with the Petrohawk Leases; JP Morgan's actions in connection with wrongfully perpetuating the leases, amendments, and assignments of STS mineral rights to Broad Oak, Hunt, Murphy Oil, the Bass entities, and Marubeni to the detriment of the Plaintiffs; JP Morgan's conduct in resisting resignation notwithstanding its contractual obligation to resign; JP Morgan's confidentiality agreement with Petrohawk; JP Morgan's willingness to provide Petrohawk with a rapid and non-competitive lease process; JP Morgan's failure to disclose its relationships with Petrohawk and BHP Billiton; JP Morgan's failure to disclose its relationships with Hunt, Murphy Oil, the Bass entities and Marubeni; JP Morgan's failure to employ or exercise any due diligence in connection with the Petrohawk Leases; JP Morgan's failure to provide proper staffing, oversight and management procedures in relation to the STS Trust; JP Morgan's failure to inform the Plaintiffs of the lack of staffing, oversight and management procedures; JP Morgan's representations that the STS Trust was being prudently and properly managed; JP Morgan's failure to obtain prudent lease terms with adequate development obligations; JP Morgan's preparation of an inaccurate and/or false August 2012 valuation memo regarding STS acreage; JP Morgan's refusal/failure to disclose the sale of STS acreage to Marubeni in 2012; JP Morgan's failure to provide Plaintiffs with documents concerning the STS Trust; JP Morgan's failure to seek any compensation for water rights belonging to the STS Trust; JP Morgan's efforts to sell or otherwise alter the form of the STS Trust; JP Morgan's failure to disclose its intentions with regard to the sale or modification of the STS Trust; JP Morgan's failure to monitor production and accompanying royalties due; and JP Morgan's failure to inform Plaintiffs of its lack of knowledge regarding the accuracy of production and royalties. Plaintiffs, their counsel and their Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

#### **INTERROGATORY NO. 11**

11. Regarding your allegations of fraud by nondisclosure, identify each material fact that you contend should have been disclosed to you by Defendant that was not, and the time you contend such disclosure should have been made.

#### **OBJECTION:**

Plaintiffs object to this Interrogatory as being improper, overly broad, duplicative, and unduly burdensome. This Interrogatory also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of the Defendant. This Interrogatory further improperly requires that Plaintiffs marshal all available proof they intend to offer at trial. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs' Experts, such information is protected by the attorney-client privilege and the work product doctrine. Finally, Plaintiffs object to this Interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiffs' claims.

**ANSWER:**

Subject to the foregoing objections and without waiving same, Plaintiffs state that they learned the details of JP Morgan's fraud and nondisclosure during the course of this litigation from their counsel and Experts. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) the Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiffs' Expert Reports; supporting materials produced by Plaintiffs' Experts; affidavits of Plaintiffs' Experts; the deposition, hearing and trial testimony of Plaintiffs' Experts and Plaintiffs; the current Amended Plea in Intervention filed in this case; the depositions of JP Morgan employees (past and present); Plaintiffs' prior discovery responses; all pleadings and evidence filed in connection with the March 2014 summary judgment proceedings; JP Morgan's failure to tell the beneficiaries that it was required to resign at the request of holders of 51% of the beneficial interest in STS; JP Morgan's secretive actions in connection with the Petrohawk Leases; JP Morgan's secretive actions in connection with wrongfully perpetuating the leases, amendments, and assignments of STS mineral rights to Broad Oak, Hunt, Murphy Oil, the Bass entities, and Marubeni to the detriment of the Plaintiffs; JP Morgan's general failure to inform Plaintiffs of the inadequate terms of all STS leases; JP Morgan's failure to inform Plaintiffs of improper lease amendments and extensions; JP Morgan's conduct in resisting resignation notwithstanding its contractual obligation to resign; JP Morgan's confidentiality agreement with Petrohawk; JP Morgan's willingness to provide Petrohawk with a rapid and non-competitive lease process; JP Morgan's failure to disclose its relationships with Petrohawk and BHP Billiton; JP Morgan's failure to disclose its relationships with Hunt, Murphy Oil, the Bass entities and Marubeni; JP Morgan's failure to inform the Plaintiffs of the lack of diligence, staffing, oversight and management procedures regarding the STS Trust; JP Morgan's representations that the STS Trust was being prudently and properly managed; JP Morgan's preparation of an inaccurate and/or false August 2012 valuation memo regarding STS acreage; JP Morgan's refusal/failure to disclose the sale of STS acreage to Marubeni in 2012; JP Morgan's failure to provide Plaintiffs with documents concerning the STS Trust; JP Morgan's failure to inform Plaintiffs that it would not seek compensation for water rights belonging to the STS Trust; JP Morgan's failure to disclose its intentions with regard to the sale or modification of the STS Trust; and JP Morgan's failure to inform Plaintiffs of its lack of knowledge regarding the accuracy of production and royalty calculations. Plaintiffs, their counsel, and their Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

**INTERROGATORY NO. 12**

12. Regarding your allegations of fraud and fraud by nondisclosure, identify any evidence you have supporting the contention that Defendant intended to induce you to act or refrain from acting by making each false representations or material omission.

**OBJECTION:**

Plaintiffs object to this Interrogatory as being improper, overly broad, duplicative, and unduly burdensome. This Interrogatory also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of the Defendant. This

Interrogatory further improperly requires that Plaintiffs marshal all available proof they intend to offer at trial. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs' Experts, such information is protected by the attorney-client privilege and the work product doctrine. Finally, Plaintiffs object to this Interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiffs' claims.

**ANSWER:**

Subject to the foregoing objections and without waiving same, Plaintiffs state that they learned of the evidence demonstrating JP Morgan's fraud and nondisclosure during the course of this litigation from their counsel and Experts. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiffs' Expert Reports, supporting materials produced by Plaintiffs' Experts, affidavits of Plaintiffs' Experts, the deposition, hearing and trial testimony of Plaintiffs' Experts and Plaintiffs, the depositions of JP Morgan employees (past and present), all pleadings and evidence filed in connection with the March 2014 summary judgment proceedings, and Plaintiffs' prior discovery responses. Plaintiffs, their counsel, and their Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

**INTERROGATORY NO. 13**

13. Regarding your allegations of fraud, fraud by nondisclosure, and negligent misrepresentation, explain what actions you contend you took, or actions you contend you refrained from taking, in reliance on each misrepresentation or material omission.

**OBJECTION:**

Plaintiffs object to this Interrogatory as being improper, overly broad, nonsensical, duplicative, and unduly burdensome. This Interrogatory also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of the Defendant. This Interrogatory further improperly requires that Plaintiffs marshal all available proof they intend to offer at trial. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs' Experts, such information is protected by the attorney-client privilege and the work product doctrine. Finally, Plaintiffs object to this Interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiffs' claims.

**ANSWER:**

Subject to the foregoing objections and without waiving same, Plaintiffs state that they learned of the evidence demonstrating JP Morgan's fraud, fraud by nondisclosure, and negligent misrepresentation during the course of this litigation from their counsel and Experts. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to

Plaintiffs' Expert Reports, supporting materials produced by Plaintiffs' Experts, affidavits of Plaintiffs' Experts, the deposition, hearing and trial testimony of Plaintiffs' Experts and Plaintiffs, the depositions of JP Morgan employees (past and present), all pleadings and evidence filed in connection with the March 2014 summary judgment proceedings, and Plaintiffs' prior discovery responses. More generally, the wrongful actions described above in response to Interrogatories 10 and 11 allowed JP Morgan to retain control of STS as trustee and a large measure of secrecy regarding the improper and imprudent administration of the STS Trust. Plaintiffs refrained from requesting JP Morgan to resign earlier than they did. Plaintiffs, their counsel, and their Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

#### **INTERROGATORY NO. 14**

14. Regarding your allegations of fraud, fraud by nondisclosure, and negligent misrepresentation, identify the amount and method of calculating the damages you contend you incurred as a result of Defendant making each material misrepresentation or material omission.

#### **OBJECTION:**

Plaintiffs object to this Interrogatory as being improper, overly broad, duplicative, and unduly burdensome. This Interrogatory also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of the Defendant. This Interrogatory further improperly requires that Plaintiffs marshal all available damages calculations they intend to offer at trial. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs' Experts, such information is protected by the attorney-client privilege and the work product doctrine. Finally, Plaintiffs object to this Interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiffs' claims.

#### **ANSWER:**

Subject to the foregoing objections and without waiving same, Plaintiffs state that they learned of the evidence demonstrating JP Morgan's fraud, fraud by nondisclosure, and negligent misrepresentation during the course of this litigation from their counsel and Experts. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiffs' Expert Reports, the supporting materials produced by Plaintiffs' Experts, affidavits of Plaintiffs' Experts, the deposition, hearing and trial testimony of Plaintiffs' Experts and Plaintiffs, Plaintiffs' prior discovery responses, and the current Amended Plea in Intervention filed in this case. Plaintiffs, their counsel, and their Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.



**INTERROGATORY NO. 15**

15. For any action or non-action identified in response to Interrogatory No. 13, explain the causal connection between it and the damages identified in response to Interrogatory No. 14.

**OBJECTION:**

Plaintiffs object to this Interrogatory as being improper, overly broad, duplicative, and unduly burdensome. This Interrogatory also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of the Defendant. This Interrogatory further improperly requires that Plaintiffs marshal all available causation evidence and damages calculations that they intend to offer at trial. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs' Experts, such information is protected by the attorney-client privilege and the work product doctrine. Finally, Plaintiffs object to this Interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiffs' claims.

**ANSWER:**

Subject to the foregoing objections and without waiving same, Plaintiffs state that they learned of the evidence demonstrating JP Morgan's fraud, fraud by nondisclosure, and negligent misrepresentation and the causal impact of JP Morgan's wrongful actions, during the course of this litigation from their counsel and Experts. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiffs' Expert Reports, supporting materials produced by Plaintiffs' Experts, affidavits of Plaintiffs' Experts, the deposition, hearing and trial testimony of Plaintiffs' Experts and Plaintiffs, Plaintiffs' prior discovery responses, all pleadings and evidence filed in connection with the March 2014 summary judgment proceedings, and the current Amended Petition filed in this case. Plaintiffs and their counsel are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

**INTERROGATORY NO. 16**

16. Explain how the damages you seek for fraud, fraud by non-disclosure, or negligent misrepresentation differ from the damages you seek for breach of fiduciary duty.

**OBJECTION:**

Plaintiffs object to this Interrogatory as being improper, nonsensical, vague, overly broad and improperly requesting privileged work product and attorney-client privileged information.

**ANSWER:**

Subject to the foregoing objections and without waiving same, Plaintiffs state that they learned of the evidence demonstrating of JP Morgan's fraud, fraud by nondisclosure, and negligent

misrepresentation and the damages caused by JP Morgan's wrongful actions, during the course of this litigation from their counsel and Experts. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Plaintiffs further state that they need not assert separate damages in order to allege separate legal claims with specific legal elements. To the contrary, at trial, Plaintiffs may permissibly assert separate causes of action, with separate legal elements, in a manner that ensures that duplicative or overlapping damages are not included in any final judgment.

**RESPONSES TO DEFENDANT'S  
THIRD SET OF REQUESTS FOR PRODUCTION TO ALL PLAINTIFFS**

**DOCUMENT REQUEST NO. 1**

1. Produce all documents supporting or used in preparation of the "drilling schedule" (or any subsequent version thereof) included in the "Supplemental Affidavit of Charles E. Graham, III" dated February 27, 2014 (marked "Plaintiffs' App. 01209-01223").

**RESPONSE:**

Plaintiffs object to this Request as being improperly vague, overly broad, and unduly burdensome. This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert discovery.

Plaintiffs further object as this Request constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that the individual beneficiary Plaintiffs would be in possession of documents concerning the contents of Charles Graham's expert affidavit outside of what they may have obtained from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

Plaintiffs further object to the extent that this Request purports to exceed the scope of permissible discovery as defined by Judge Mery in June of 2013. Judge Mery ruled that the individual beneficiary Plaintiffs need only produce those documents in their possession that would tend to prove a factual allegation brought by the individual beneficiary Plaintiffs.

Subject to and without waiving these objections, discoverable documents responsive to this request have been produced to Defendant, or are being produced to Defendant, pursuant to Texas Rule of Civil Procedure 192.3(e).

**DOCUMENT REQUEST NO. 2**

2. Produce all documents supporting or evidencing the basis for each assumption, parameter, input, rule, inference, or principle identified in response to Interrogatory No. 7 above.

**RESPONSE:**

Plaintiffs object to this Request as being improperly vague, overly broad, and unduly burdensome. This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert discovery. Subject to and without waiving these objections, discoverable documents responsive to this request have been produced to Defendant, or are being produced to Defendant, pursuant to Texas Rule of Civil Procedure 192.3(e).

Plaintiffs further object as this Request constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that the individual beneficiary Plaintiffs would be in possession of documents concerning any “assumption, parameter, input, rule, inference, or principle” used in the preparation of Charles Graham’s expert report outside of what they may have obtained from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

Plaintiffs further object inasmuch as this Request purports to exceed the scope of permissible discovery as defined by Judge Mery in June of 2013. Judge Mery ruled that the individual beneficiary Plaintiffs need only produce those documents in their possession that would tend to prove a factual allegation brought by the individual beneficiary Plaintiffs.

**DOCUMENT REQUEST NO. 3**

3. Produce all electronic data related to the calculations (or any subsequent version thereof) included in the “Supplemental Affidavit of Charles E. Graham, III” dated February 27, 2014.

**RESPONSE:**

Plaintiffs object to this Request as being improperly vague, overly broad, and unduly burdensome. This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures. Subject to and without waiving these objections, discoverable documents responsive to this request have been produced to Defendant, or are being produced to Defendant, pursuant to Texas Rule of Civil Procedure 192.3(e).

Plaintiffs further object as this Request constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that the individual beneficiary Plaintiffs would be in possession of any “electronic data related to the calculations included in” Charles Graham’s expert report outside of what they may have obtained from counsel and experts in the course of this litigation, all of

which is protected from discovery by the attorney-client privilege and the work product doctrine.

Plaintiffs further object inasmuch as this Request purports to exceed the scope of permissible discovery as defined by Judge Mery in June of 2013. Judge Mery ruled that the individual beneficiary Plaintiffs need only produce those documents in their possession that would tend to prove a factual allegation brought by the individual beneficiary Plaintiffs.

#### **DOCUMENT REQUEST NO. 4**

4. For all leases covering mineral interests in the Eagle Ford Shale executed by any Plaintiff, either individually or in its representative capacity during the years 2008 through 2010, produce the lease and documents showing the amount of bonus received.

#### **RESPONSE:**

Plaintiffs object to this Request as being irrelevant, overbroad, duplicative, unduly burdensome and an impermissible “fishing expedition.” This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure.

Plaintiffs further object as this Request constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that any individual beneficiary plaintiff executed any mineral lease in the Eagle Ford Shale in any capacity at any time.

Plaintiffs further object inasmuch as this Request purports to exceed the scope of permissible discovery as defined by Judge Mery in June of 2013. Judge Mery ruled that the individual beneficiary Plaintiffs need only produce those documents in their possession that would tend to prove a factual allegation brought by the individual beneficiary Plaintiffs.

Subject to the foregoing and without waiving same, Plaintiffs state that they have no such documents in their possession, custody or control.

#### **DOCUMENT REQUEST NO. 5**

5. For all leases which Robert E. Lee, Jr. (?) negotiated, assisted in negotiating or consulted on as a mineral manger during the years 2007 – 2011, produce the lease and documents showing the amount of bonus received.

#### **RESPONSE:**

Plaintiffs object to this Request as being irrelevant, overbroad, unduly burdensome and an impermissible “fishing expedition.” This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures. Plaintiffs further object as this information is protected by Mr. Lee’s duty regarding client confidentiality.

Plaintiffs also object as this Request constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on

which to conclude that the individual beneficiary Plaintiffs would be in possession of documents concerning any mineral leases which Robert Lee negotiated or consulted on as a mineral manager outside of what they may have obtained from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

Plaintiffs further object inasmuch as this Request purports to exceed the scope of permissible discovery as defined by Judge Mery in June of 2013. Judge Mery ruled that the individual beneficiary Plaintiffs need only produce those documents in their possession that would tend to prove a factual allegation brought by the individual beneficiary Plaintiffs.

Subject to and without waiving these objections, discoverable documents responsive to this Request have been produced to Defendant, or are being produced to Defendant, pursuant to Texas Rule of Civil Procedure 192.3(e).

#### **DOCUMENT REQUEST NO. 6**

6. Produce copies of all leases in your possession, custody or control containing a “most favored nations” clause covering the lease bonus amount or containing any other provision for increasing the lease bonus amount contingent upon later leasing activity.

#### **RESPONSE:**

Plaintiffs object to this Request as being irrelevant, overbroad, duplicative, unduly burdensome and an impermissible “fishing expedition.” This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures.

Plaintiffs further object as this Request constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that the individual beneficiary Plaintiffs would be in possession of documents concerning any “assumption, parameter, input, rule, inference, or principle” used in the preparation of Charles Graham’s expert report outside of what they may have obtained from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

Plaintiffs further object inasmuch as this Request purports to exceed the scope of permissible discovery as defined by Judge Mery in June of 2013. Judge Mery ruled that the individual beneficiary Plaintiffs need only produce those documents in their possession that would tend to prove a factual allegation brought by the individual beneficiary Plaintiffs.

Subject to the foregoing and without waiving same, Plaintiffs state that they have no such documents in their possession, custody or control. To the extent that this Request seeks expert materials pursuant to Texas Rule of Civil Procedure 192.3(e), discoverable documents responsive to this Request have been produced to Defendant, or are being produced to Defendant.

### **DOCUMENT REQUEST NO. 7**

7. Produce copies of all leases in your possession, custody or control covering mineral interests in the Eagle Ford Shale executed in 2007, 2008, 2009, or 2010 that were for a 2-year primary term or less.

#### **RESPONSE:**

Plaintiffs object to this Request as being irrelevant, overbroad, duplicative, unduly burdensome and an impermissible “fishing expedition.” This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures.

Plaintiffs further object as this Request constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that the individual beneficiary Plaintiffs would be in possession of leases covering Eagle Ford Shale mineral interests with a primary term of 2 years or less outside of what they may have obtained from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

Plaintiffs further object inasmuch as this Request purports to exceed the scope of permissible discovery as defined by Judge Mery in June of 2013. Judge Mery ruled that the individual beneficiary Plaintiffs need only produce those documents in their possession that would tend to prove a factual allegation brought by the individual beneficiary Plaintiffs.

Subject to the foregoing and without waiving same, Plaintiffs state that they have no such documents in their possession, custody or control. To the extent that this Request seeks expert materials pursuant to Texas Rule of Civil Procedure 192.3(e), discoverable documents responsive to this Request have been produced to Defendant, or are being produced to Defendant.

### **DOCUMENT REQUEST NO. 8**

8. Produce copies of all leases in your possession, custody or control covering mineral interests in the Eagle Ford Shale executed in 2007, 2008, 2009, or 2010 that included a 90-day continuous drilling obligation.

#### **RESPONSE:**

Plaintiffs object to this Request as being irrelevant, overbroad, duplicative, unduly burdensome and an impermissible “fishing expedition.” This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures.

Plaintiffs further object as this Request constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that the individual beneficiary Plaintiffs would be in possession of leases covering Eagle Ford Shale mineral interests with a 90-day continuous drilling obligation outside

of what they may have obtained from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

Plaintiffs further object inasmuch as this Request purports to exceed the scope of permissible discovery as defined by Judge Mery in June of 2013. Judge Mery ruled that the individual beneficiary Plaintiffs need only produce those documents in their possession that would tend to prove a factual allegation brought by the individual beneficiary Plaintiffs.

Subject to the foregoing and without waiving same, Plaintiffs state that they have no such documents in their possession, custody or control. To the extent that this Request seeks expert materials pursuant to Texas Rule of Civil Procedure 192.3(e), discoverable documents responsive to this Request have been produced to Defendant, or are being produced to Defendant.

#### **DOCUMENT REQUEST NO. 9**

9. Produce copies of all leases in your possession, custody or control covering mineral interests in the Eagle Ford Shale with a royalty of 25% and a per/acre lease bonus in excess of \$200/acre executed during 2008.

#### **RESPONSE:**

Plaintiffs object to this Request as being irrelevant, overbroad, duplicative, unduly burdensome and an impermissible "fishing expedition." This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures.

Plaintiffs further object as this Request constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that the individual beneficiary Plaintiffs would be in possession of leases covering Eagle Ford Shale mineral interests with a royalty of 25% and a per/acre lease bonus in excess of \$200/acre executed during 2008 outside of what they may have obtained from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

Plaintiffs further object inasmuch as this Request purports to exceed the scope of permissible discovery as defined by Judge Mery in June of 2013. Judge Mery ruled that the individual beneficiary Plaintiffs need only produce those documents in their possession that would tend to prove a factual allegation brought by the individual beneficiary Plaintiffs.

Subject to the foregoing and without waiving same, Plaintiffs state that they have no such documents in their possession, custody or control. To the extent that this Request seeks expert materials pursuant to Texas Rule of Civil Procedure 192.3(e), discoverable documents responsive to this Request have been produced to Defendant, or are being produced to Defendant.

**DOCUMENT REQUEST NO. 10**

10. Produce copies of all leases in your possession, custody or control covering mineral interests in the Eagle Ford Shale executed during 2008, 2009 or 2010.

**RESPONSE:**

Plaintiffs object to this Request as being irrelevant, overbroad, duplicative, unduly burdensome and an impermissible “fishing expedition.” This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures.

Plaintiffs further object as this Request constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that the individual beneficiary Plaintiffs would be in possession of leases covering Eagle Ford Shale mineral interests during 2008-2010 outside of what they may have obtained from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

Plaintiffs further object inasmuch as this Request purports to exceed the scope of permissible discovery as defined by Judge Mery in June of 2013. Judge Mery ruled that the individual beneficiary Plaintiffs need only produce those documents in their possession that would tend to prove a factual allegation brought by the individual beneficiary Plaintiffs.

Subject to the foregoing and without waiving same, Plaintiffs state that they have no such documents in their possession, custody or control. Subject to and without waiving these objections, to the extent that this Request seeks expert materials pursuant to Texas Rule of Civil Procedure 192.3(e), discoverable documents responsive to this Request have been produced to Defendant, or are being produced to Defendant.



**CERTIFICATE OF SERVICE**

I certify that on June 16, 2014, this document was served on the following described parties in the manner indicated below:

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

Via U.S. Mail and Email

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

Via U.S. Mail and Email

Charles A. Gall  
John Eichman  
Amy S. Bowen  
Hunton & Williams  
1445 Ross Avenue, Suite 3700  
Dallas, TX 75202

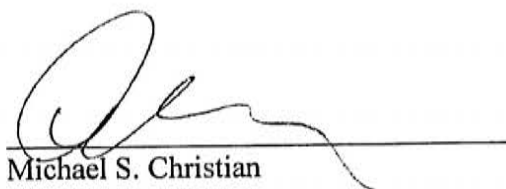
Via U.S. Mail and Email

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

Via U.S. Mail and Email

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

Via U.S. Mail and Email

  
Michael S. Christian

# Exhibit D

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, *ET AL.*,

Plaintiffs,

vs.

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

Defendants.

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IN THE DISTRICT COURT

225<sup>th</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**WELLS FARGO BANK, N.A.'S RESPONSES TO DEFENDANTS' FIRST SET OF  
REQUESTS FOR ADMISSIONS**

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

Now comes Plaintiff-Intervenor Wells Fargo Bank, N.A., as trustee or co-trustee for trust entities which hold Certificates of Beneficial Interest in the South Texas Syndicate Trust ("Plaintiff-Intervenor" or "Plaintiff"), by and through its undersigned attorneys of record, and pursuant to Rules 192, 193 and 198 of the Texas Rules of Civil Procedure, serves the following Objections and Responses/Answers to Defendants' First Set of Requests for Admissions.

DATE: June 13, 2014

Respectfully submitted,

**ZELLE HOFMANN VOELBEL & MASON LLP**

By: 

JOHN B. MASSOPUST (pro hac vice)  
MATTHEW J. GOLLINGER (pro hac vice)  
MICHAEL S. CHRISTIAN (pro hac vice)  
500 Washington Avenue South, Suite 5000  
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STEVEN J. BADGER  
Texas State Bar No. 01499050  
901 Main Street, Suite 4000  
Dallas, Texas 75202-3975  
Telephone: (214) 742-3000  
Facsimile: (214) 760-8994

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

**RESPONSES TO DEFENDANTS'**  
**FIRST SET OF REQUEST FOR ADMISSIONS**

1. Admit that the lease bonus of \$200 per acre received for the July 16, 2008 Petrohawk Lease was at or above fair market value for mineral leases with a royalty of 25% in La Salle and McMullen counties as of July 16, 2008.

**RESPONSE:** DENY.

2. Admit that you do not contend that the lease bonus of \$200 per acre received for the July 16, 2008 Petrohawk Lease was below fair market value for mineral leases with a royalty of 25% in La Salle and McMullen counties as of July 16, 2008.

**RESPONSE:** DENY.

3. Admit that the lease bonus of \$200 per acre received for the December 12, 2008 Petrohawk Leases was at or above fair market value for mineral leases with a royalty of 25% in La Salle and McMullen counties as of December 12, 2008.

**RESPONSE:** DENY.

4. Admit that you do not contend that the lease bonus of \$200 per acre received for the December 12, 2008 Petrohawk Leases was below fair market value for mineral leases with a royalty of 25% in La Salle and McMullen counties as of December 12, 2008.

**RESPONSE:** DENY.

5. Admit that JPMorgan received sufficient lease bonus per acre for the July 16, 2008 Petrohawk Lease.

**RESPONSE:** DENY.

6. Admit that JPMorgan received sufficient lease bonus per acre for the December 12, 2008 Petrohawk Leases.

**RESPONSE:** DENY.

7. Admit that you do not contend that JPMorgan received an insufficient lease bonus per acre for the July 16, 2008 Petrohawk Lease.

**RESPONSE:** DENY.

8. Admit that you do not contend that JPMorgan received an insufficient lease bonus per acre for the December 12, 2008 Petrohawk Leases.

**RESPONSE:** DENY.

9. Admit that you are unaware of any lease of mineral interest in the Eagle Ford Shale Play executed in 2007, 2008, 2009, or 2010 containing a "most favored nations" clause (as

that term is used by Plaintiff's expert Robert Lee) covering the lease bonus amount or containing any other provision for increasing the lease bonus amount contingent upon later leasing activity.

**RESPONSE:** DENY

10. Admit that you received the 1990 "Annual Report to the Beneficiaries" regarding STS (see DEFENDANTS 009776-009807).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor's commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

11. Admit that you received the 1991 "Annual Report to the Beneficiaries" regarding STS (see DEFENDANTS 009743-009775).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor's commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

12. Admit that you received the 1992 "Annual Report to the Beneficiaries" regarding STS (see DEFENDANTS 009712-009742).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor's commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

13. Admit that you received the 1993 "Annual Report to the Beneficiaries" regarding STS (see DEFENDANTS 009676-009711).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor's commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

14. Admit that you received the 1994 "Annual Report to the Beneficiaries" regarding STS (see DEFENDANTS 009639-009675).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor's commencement of responsibilities as trustee/co-trustee vary

between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

15. Admit that you received the 1995 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 009599-009638).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor’s commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

16. Admit that you received the 1996 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 009563-009598).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor’s commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

17. Admit that you received the 1997 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 009523-009562).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor’s commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

18. Admit that you received the 1998 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 009484-009522).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor’s commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

19. Admit that you received the 1999 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 009441-009483).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor’s commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

20. Admit that you received the 2000 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 032745-032782).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor’s commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

21. Admit that you received the 2001 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 406).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor’s commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

22. Admit that you received the 2002 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 407).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor’s commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

23. Admit that you received the 2003 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 408).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor’s commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

24. Admit that you received the 2004 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 409).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor’s commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.



25. Admit that you received the 2005 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 410).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor’s commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

26. Admit that you received the 2006 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 411).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor’s commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

27. Admit that you received the 2007 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 000476-000519).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor’s commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

28. Admit that you received the 2008 “Annual Report to the Beneficiaries” regarding STS (see PI015202-015237).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor’s commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

29. Admit that you received the 2009 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 414).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor’s commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

30. Admit that you received the 2010 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 415).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor’s commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

31. Admit that you received the 2011 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 416).

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor’s commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

32. Admit that you received the 2012 “Annual Report to the Beneficiaries” regarding STS, attached hereto as Exhibit 1.

**RESPONSE:** Given that the Plaintiff-Intervenor intervened in this litigation in its representative capacity as trustee or co-trustee on behalf of various trusts instruments, and Plaintiff-Intervenor’s commencement of responsibilities as trustee/co-trustee vary between those trusts, this Request is vague and ambiguous and Plaintiff is unable to admit or deny this request for admission as written and therefore DENIES it.

**CERTIFICATE OF SERVICE**

I certify that on June 13, 2014, this document was served on the following described

parties in the manner indicated below:

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

Via U.S. Mail and Email

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

Via U.S. Mail and Email

Charles A. Gall  
John Eichman  
Amy S. Bowen  
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1445 Ross Avenue, Suite 3700  
Dallas, TX 75202

Via U.S. Mail and Email

Mark T. Josephs  
Sara Hollan Chelette  
Jackson Walker, LLP  
901 Main Street, Suite 6000  
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Richard Tinsman  
Sharon C. Savage  
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James L. Drought  
Drought, Drought & Bobbitt, L.L.P.  
112 East Pecan Street, Suite 2900  
San Antonio, TX 78205

Via U.S. Mail and Email

George H. Spencer, Jr.  
Clemens & Spencer, P.C.  
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Via U.S. Mail and Email

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

Via U.S. Mail and Email

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

Via U.S. Mail and Email

A handwritten signature in black ink, appearing to read "Michael S. Christian", written over a horizontal line.

Michael S. Christian

# Exhibit E



DATE: June 16, 2014

Respectfully submitted,

**ZELLE HOFMANN VOELBEL & MASON LLP**

By: 

JOHN B. MASSOPUST (pro hac vice)

MATTHEW J. GOLLINGER (pro hac vice)

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

**ANSWERS AND OBJECTIONS TO DEFENDANT'S  
SECOND SET OF INTERROGATORIES TO ALL PLAINTIFFS**

**INTERROGATORY NO. 1**

1. If you deny Request for Admission No. 1 above, please set forth the dollar amount that you contend was the fair market value of the lease bonus per acre as of July 16, 2008 for the property covered by the July 16, 2008 Petrohawk Lease, explain how you arrived at that dollar amount, and identify all documents, evidence, or other sources you rely upon for your answer (including all leases and bonuses received for such leases that you claim establish that the July 16, 2008 lease bonus was not fair market value).

**OBJECTION:**

Plaintiff objects as this Interrogatory is nonsensical and seeks irrelevant information because it misconstrues Plaintiff's allegations and incorrectly asserts that Plaintiff's damages from the July 16, 2008 Petrohawk Lease should be calculated based on comparable lease prices on July 16, 2008. This Interrogatory is also objectionable as it seeks: (1) information and expert discovery in excess of what is permitted under the Texas Rules of Civil Procedure; (2) public records and/or data equally accessible (or inaccessible) to Defendant; (3) information already in the possession of Defendant; and (4) information protected by the work product doctrine and the attorney-client privilege.

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiff states that JP Morgan failed to keep it informed of, and affirmatively concealed, important aspects of the July 16, 2008 leases, such that Plaintiff only learned the full extent of JP Morgan's wrongful actions during the course of this litigation based on communications with counsel and review of its Expert analyses. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiff prior to this litigation. Accordingly, Plaintiff refers Defendant to (without limitation) Plaintiff's Disclosures, Supplemental Disclosures and Amended Disclosures, including but not limited to Plaintiff's Expert Reports, supporting materials produced by Plaintiff's Experts, affidavits of Plaintiff's Experts, and the deposition, hearing and trial testimony of Plaintiff's Experts.

Moreover, by virtue of JP Morgan's improper agreement to deal exclusively with Petrohawk in a closed-market and confidential transaction, JP Morgan acted to artificially depress the fair market value of the July 2008 lease bonus payments. In addition, the fair market value of lease bonus prices in 2007 exceeded the amount paid by Petrohawk in July of 2008, as evidenced by the 2007 Whittier seismic agreement and option. Plaintiff, its counsel, and its Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiff reserves the right to supplement this answer as appropriate.



## **INTERROGATORY NO. 2**

2. If you deny Request for Admission No. 3 above, please set forth the dollar amount that you contend was the fair market value of the lease bonus per acre as of December 12, 2008 for the property covered by the December 12, 2008 Petrohawk Leases, explain how you arrived at that dollar amount, and identify all documents, evidence, or other sources you rely upon for your answer (including all leases and bonuses received for such leases that you claim establish that the July 16, 2008 lease bonus was not fair market value).

## **OBJECTION:**

Plaintiff objects as this Interrogatory is nonsensical and seeks irrelevant information because it misconstrues Plaintiff's allegations and incorrectly asserts that Plaintiff's damages from the December 12, 2008 Petrohawk Lease should be calculated based on comparable lease prices on December 12, 2008. This Interrogatory is likewise objectionable as it is improperly phrased and incomprehensible as it appears to include an erroneous reference to the July 2008 Petrohawk Lease. This Interrogatory is also objectionable as it seeks: (1) information and expert discovery in excess of what is permitted under the Texas Rules of Civil Procedure; (2) public records and/or data equally accessible (or inaccessible) to Defendant; (3) information already in the possession of Defendant; and (4) information subject to the work product doctrine and the attorney-client privilege

## **ANSWER:**

Subject to the foregoing and without waiving same, Plaintiff states that JP Morgan failed to keep it informed of, and affirmatively concealed, important aspects of the December 12, 2008 leases, such that Plaintiff only learned the full extent of JP Morgan's wrongful actions during the course of this litigation based on communications with counsel and review of its Expert analyses. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiff prior to this litigation. Accordingly, Plaintiff refers Defendant to (without limitation) Plaintiff's Disclosures, Supplemental Disclosures, and Amended Disclosures, including but not limited to Plaintiff's Expert Reports, supporting materials produced by Plaintiff's Experts, affidavits of Plaintiff's Experts, and the deposition, hearing and trial testimony of Plaintiff's experts.

Moreover, by virtue of JP Morgan's improper agreement to deal exclusively with Petrohawk in a closed-market and confidential transaction, JP Morgan acted to artificially depress the fair market value of the December 2008 lease bonus payments. In addition, the fair market value of lease bonus prices in 2007 exceeded the amount paid by Petrohawk in December of 2008, as evidenced by the 2007 Whittier seismic agreement and option as well as the testimony of Greg Robertson. Plaintiff, its counsel, and Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiff reserves the right to supplement this answer as appropriate.

## **INTERROGATORY NO. 3**

3. Identify all mineral interests totaling more than 5,000 contiguous acres in the Eagle Ford Shale that were leased during the years 2007, 2008, 2009, or 2010 in increments, blocks,

phases, pieces, or smaller segments of 2,500 acres or less.

**OBJECTION:**

Plaintiff objects to this Interrogatory as overly broad, harassing, and unduly burdensome. This Interrogatory seeks information with limited relevance and is further improper as the information sought is in excess of what is permitted under the Texas Rules of Civil Procedure and proper expert discovery. Moreover, the information sought is equally accessible (or inaccessible) to Defendant and/or is already in the possession of Defendant. To the extent that this Interrogatory seeks information from Plaintiff's business files, Plaintiff objects as the Court previously ruled that such information was not discoverable as this Interrogatory seeks confidential, proprietary and irrelevant business information. To the extent that this Interrogatory seeks information learned from counsel or Plaintiff's Experts, such information is protected by the attorney-client privilege and the work product doctrine.

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiff states that JP Morgan failed to keep it informed of, and affirmatively concealed, important aspects of the STS leases, extensions and/or amendments, such that Plaintiff only learned the full extent of JP Morgan's wrongful actions during the course of this litigation based on communications with counsel and review of its Expert analyses. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiff prior to this litigation. Accordingly, Plaintiff refers Defendant to (without limitation) Plaintiff's Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiff's Expert Reports, supporting materials produced by Plaintiff's Experts, and the deposition, hearing and trial testimony of Plaintiff's Experts. Plaintiff, its counsel, and Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiff reserves the right to supplement this answer as appropriate.

**INTERROGATORY NO. 4**

4. Identify all mineral interests in the Eagle Ford Shale leased in 2007, 2008, 2009, or 2010 containing a "most favored nations" clause covering the lease bonus amount or containing any other provision for increasing the lease bonus amount contingent upon later leasing activity.

**OBJECTION:**

Plaintiff objects to this Interrogatory as overly broad, harassing, and unduly burdensome. This Interrogatory seeks information with limited relevance and is further improper as the information sought is in excess of what is permitted under the Texas Rules of Civil Procedure and proper expert discovery. Moreover, the information sought is equally accessible (or inaccessible) to Defendant and/or is already in the possession of Defendant. To the extent that this Interrogatory seeks information from Plaintiff's business files, Plaintiff objects as the Court previously ruled that such information was not discoverable as this Interrogatory seeks confidential, proprietary and irrelevant business information. To the extent that this Interrogatory seeks information learned from counsel or Plaintiff's Experts, such information is protected by the attorney-client

privilege and the work product doctrine.

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiff states that JP Morgan failed to keep it informed of protective lease terms such as “most favored nations” clauses, such that Plaintiff only learned the full extent of JP Morgan’s failure to include proper lease terms during the course of this litigation based on communications with counsel and review of its Expert analyses. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiff prior to this litigation. Accordingly, Plaintiff asserts that it is aware of Eagle Ford leases with “most favored nations” provisions, but that such leases are confidential as between the parties to such leases. Moreover, Defendant has previously been made aware of a Haynesville Petrohawk lease with a most favored nations clause signed approximately one month prior to the May 2008 STS Petrohawk Leases. *See* Deposition of Robert Lee at pp. 145-148 (December 17, 2013). Plaintiff further refers Defendant to (without limitation) Plaintiff’s Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiff’s Expert Reports, supporting materials produced by Plaintiff’s Experts, affidavits of Plaintiff’s Experts, and the deposition, hearing and trial testimony of Plaintiff’s Experts. Plaintiff, its counsel, and Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiff reserves the right to supplement this answer as appropriate.

**INTERROGATORY NO. 5**

5. Identify all leases of mineral interests in the Eagle Ford Shale executed in 2007, 2008, 2009, or 2010 of which you are aware that were for a 2-year primary term or less.

**OBJECTION:**

Plaintiff objects to this Interrogatory as overly broad, harassing, and unduly burdensome. This Interrogatory seeks information with limited relevance and is further improper as the information sought is in excess of what is permitted under the Texas Rules of Civil Procedure and expert discovery. Moreover, the information sought is equally accessible (or inaccessible) to Defendant and/or is already in the possession of Defendant. To the extent that this Interrogatory seeks information from Plaintiff’s business files, Plaintiff objects as the Court previously ruled that such information was not discoverable as this Interrogatory seeks confidential, proprietary and irrelevant business information. Plaintiff further objects to the extent this Interrogatory seeks confidential client information. To the extent that this Interrogatory seeks information learned from counsel or Plaintiff’s Experts, such information is protected by the attorney-client privilege and the work product doctrine.

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiff states that JP Morgan failed to keep it informed of its failure and or refusal to include proper development obligations in the STS leases at issue, such that Plaintiff only learned the full extent of JP Morgan’s failure to include proper development obligations during the course of this litigation based on communications with counsel and review of its Expert analyses. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiff prior to this litigation. Accordingly,

Plaintiff refers Defendant to (without limitation) Plaintiff's Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiff's Expert Reports, supporting materials produced by Plaintiff's Experts, affidavits of Plaintiff's Experts, and the deposition, hearing and trial testimony of Plaintiff's Experts. Plaintiff, its counsel, and its Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiff reserves the right to supplement this answer as appropriate.

#### **INTERROGATORY NO. 6**

6. Identify all leases of mineral interests in the Eagle Ford Shale executed in 2007, 2008, 2009, or 2010 of which you are aware that included a 90-day continuous drilling obligation.

#### **OBJECTION:**

Plaintiff objects to this Interrogatory as overly broad, harassing, and unduly burdensome. This Interrogatory seeks information with limited relevance and is further improper as the information sought is in excess of what is permitted under the Texas Rules of Civil Procedure and expert discovery. Moreover, the information sought is equally accessible (or inaccessible) to Defendant and/or is already in the possession of Defendant. To the extent that this Interrogatory seeks information from Plaintiff's business files, Plaintiff objects as the Court previously ruled that such information was not discoverable as this Interrogatory seeks confidential, proprietary and irrelevant business information. Plaintiff further objects to the extent this Interrogatory seeks confidential client information. To the extent that this Interrogatory seeks information learned from counsel or Plaintiff's Experts, such information is protected by the attorney-client privilege and the work product doctrine.

#### **ANSWER:**

Subject to the foregoing and without waiving same, Plaintiff states that JP Morgan failed to keep it informed of its failure and or refusal to include proper development obligations in the STS leases at issue, such that Plaintiff only learned the full extent of JP Morgan's failure to include proper development obligations during the course of this litigation based on communications with counsel and review of its Expert analyses. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiff prior to this litigation. Accordingly, Plaintiff refers Defendant to (without limitation) Plaintiff's Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiff's Expert Reports, supporting materials produced by Plaintiff's Experts, affidavits of Plaintiff's Experts, and the deposition, hearing and trial testimony of Plaintiff's Experts. Plaintiff, its counsel, and its Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiff reserves the right to supplement this answer as appropriate.

#### **INTERROGATORY NO. 7**

7. Identify all assumptions, parameters, inputs, rules, inferences, or principles used in preparation of the "drilling schedule" included in the "Supplemental Affidavit of Charles E. Graham, III" dated February 27, 2014, including drafts.

**OBJECTION:**

Plaintiff objects to this Interrogatory as vague, confusing, and overly broad. The Interrogatory is also objectionable because it seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, constitutes improper expert discovery, and requests information already in the possession of the Defendant. To the extent that this Interrogatory seeks information learned from counsel or Plaintiff's Experts, such information is protected by the attorney-client privilege and the work product doctrine.

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiff refers Defendant to (without limitation) Plaintiff's Disclosures, Supplemental Disclosures, and Amended Disclosures, including, but not limited to its Expert Reports, supporting materials produced by Plaintiff's Experts, affidavits of Plaintiff's Experts, and the deposition, hearing and trial testimony of Plaintiff's Experts. Plaintiff, its counsel, and its Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiff reserves the right to supplement this answer as appropriate.

**INTERROGATORY NO. 8**

8. Identify any lease executed by you, individually, or in a representative capacity, covering mineral interests in the Eagle Ford Shale during the years 2008 through 2010.

**OBJECTION:**

Plaintiff objects to this Interrogatory as irrelevant, improper harassment, and duplicative of prior improper discovery previously rejected by the Court in June 2013. Plaintiff further objects as this Interrogatory seeks confidential and proprietary business and client information.

**INTERROGATORY NO. 9**

9. Identify all leases covering mineral interests in the Eagle Ford Shale with a royalty of 25% and a per/acre bonus in excess of \$200/acre executed during 2008.

**OBJECTION:**

Plaintiff objects as this Interrogatory is nonsensical and seeks irrelevant information. This Interrogatory misconstrues Plaintiff's allegations and incorrectly suggests that Plaintiff's damages from the 2008 Petrohawk Leases should be calculated based on comparable lease prices and royalty rates from 2008. Plaintiff also object because this Interrogatory is overly broad, harassing, and unduly burdensome. This Interrogatory is further objectionable as it seeks: (1) information and expert discovery in excess of what is permitted under the Texas Rules of Civil Procedure; (2) public records and/or data equally accessible (or inaccessible) to Defendant; (3) information already in the possession of Defendant; and (4) information protected by the work product doctrine and the attorney-client privilege. To the extent that this Interrogatory seeks information from Plaintiff's business files, Plaintiff objects as the Court previously ruled that such information was not discoverable as this Interrogatory seeks confidential, proprietary and

irrelevant business information. Plaintiff further objects to the extent this Interrogatory seeks confidential client information.

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiff states that, only after this lawsuit was filed, did it learn from its Experts and counsel the details of how JP Morgan entered into imprudent, rushed, reckless, hasty, exclusive and confidential agreement(s) with Petrohawk in 2008 regarding STS acreage. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiff prior to this litigation. Plaintiff further asserts that the July and December 2008 Petrohawk leases should not have been made, and that 2008 bonus prices are not an appropriate measure for such leases, as described more fully in (without limitation) Plaintiff's Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiff's Expert Reports, supporting materials produced by Plaintiff's Experts, affidavits of Plaintiff's Experts, and the deposition, trial and hearing testimony of Plaintiff's Experts. Plaintiff, its counsel, and its Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiff reserves the right to supplement this answer as appropriate.

**INTERROGATORY NO. 10**

10. Regarding your allegations of fraud and negligent misrepresentation, identify the content and timing of each material representation made to you by Defendant that you contend was false.

**OBJECTION:**

Plaintiff objects to this Interrogatory as being improper, overly broad, duplicative, and unduly burdensome. This Interrogatory also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of the Defendant. To the extent that this Interrogatory seeks information learned from counsel or Plaintiff's Experts, such information is protected by the attorney-client privilege and the work product doctrine. This Interrogatory further improperly requires that Plaintiff marshal all available proof it intends to offer at trial. Finally, Plaintiff objects to this Interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiff's claims.

**ANSWER:**

Subject to the foregoing objections and without waiving same, Plaintiff states that it learned the details of JP Morgan's fraud and negligent misrepresentation during the course of this litigation from its counsel and Experts. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiff prior to this litigation. Accordingly, Plaintiff refers Defendant to (without limitation) its Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiff's Expert Reports; supporting materials produced by Plaintiff's Experts; the deposition, hearing and trial testimony of Plaintiff's Experts; the current Amended Plea in Intervention filed in this case; the depositions of JP Morgan employees (past and present); Plaintiff's prior discovery responses; all pleadings and evidence filed in connection with the March 2014 summary judgment proceedings, JP Morgan's actions in

falsely representing to Plaintiff that it was not required to resign at the request of holders of 51% of the beneficial interest in STS; JP Morgan's actions in connection with the Petrohawk Leases; JP Morgan's actions in connection with wrongfully perpetuating the leases, amendments, and assignments of STS mineral rights to Broad Oak, Hunt, Murphy Oil, the Bass entities, and Marubeni to the detriment of Plaintiff; JP Morgan's conduct in resisting resignation notwithstanding its contractual obligation to resign; JP Morgan's confidentiality agreement with Petrohawk; JP Morgan's willingness to provide Petrohawk with a rapid and non-competitive lease process; JP Morgan's failure to disclose its relationships with Petrohawk and BHP Billiton; JP Morgan's failure to disclose its relationships with Hunt, Murphy Oil, the Bass entities and Marubeni; JP Morgan's failure to employ or exercise any due diligence in connection with the Petrohawk Leases; JP Morgan's failure to provide proper staffing, oversight and management procedures in relation to the STS Trust; JP Morgan's failure to inform Plaintiff of the lack of staffing, oversight and management procedures; JP Morgan's representations that the STS Trust was being prudently and properly managed; JP Morgan's failure to obtain prudent lease terms with adequate development obligations; JP Morgan's preparation of an inaccurate and/or false August 2012 valuation memo regarding STS acreage; JP Morgan's refusal/failure to disclose the sale of STS acreage to Marubeni in 2012; JP Morgan's failure to provide Plaintiff with documents concerning the STS Trust; JP Morgan's failure to seek any compensation for water rights belonging to the STS Trust; JP Morgan's efforts to sell or otherwise alter the form of the STS Trust; JP Morgan's failure to disclose its intentions with regard to the sale or modification of the STS Trust; JP Morgan's failure to monitor production and accompanying royalties due; and JP Morgan's failure to inform Plaintiff of its lack of knowledge regarding the accuracy of production and royalties. Plaintiff, its counsel and its Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiff reserves the right to supplement this answer as appropriate.

#### **INTERROGATORY NO. 11**

11. Regarding your allegations of fraud by nondisclosure, identify each material fact that you contend should have been disclosed to you by Defendant that was not, and the time you contend such disclosure should have been made.

#### **OBJECTION:**

Plaintiff objects to this Interrogatory as being improper, overly broad, duplicative, and unduly burdensome. This Interrogatory also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of the Defendant. This Interrogatory further improperly requires that Plaintiff marshal all available proof it intends to offer at trial. To the extent that this Interrogatory seeks information learned from counsel or Plaintiff's Experts, such information is protected by the attorney-client privilege and the work product doctrine. Finally, Plaintiff objects to this Interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiff's claims.

#### **ANSWER:**

Subject to the foregoing objections and without waiving same, Plaintiff states that it learned the details of JP Morgan's fraud and nondisclosure during the course of this litigation from its

counsel and Experts. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiff prior to this litigation. Accordingly, Plaintiff refers Defendant to (without limitation) the Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiff's Expert Reports; supporting materials produced by Plaintiff's Experts; affidavits of Plaintiff's Experts; the deposition, hearing and trial testimony of Plaintiff's Experts; the current Amended Plea in Intervention filed in this case; the depositions of JP Morgan employees (past and present); Plaintiff's prior discovery responses; all pleadings and evidence filed in connection with the March 2014 summary judgment proceedings; JP Morgan's failure to tell the beneficiaries that it was required to resign at the request of holders of 51% of the beneficial interest in STS; JP Morgan's secretive actions in connection with the Petrohawk Leases; JP Morgan's secretive actions in connection with wrongfully perpetuating the leases, amendments, and assignments of STS mineral rights to Broad Oak, Hunt, Murphy Oil, the Bass entities, and Marubeni to the detriment of Plaintiff; JP Morgan's general failure to inform Plaintiff of the inadequate terms of all STS leases; JP Morgan's failure to inform Plaintiff of improper lease amendments and extensions; JP Morgan's conduct in resisting resignation notwithstanding its contractual obligation to resign; JP Morgan's confidentiality agreement with Petrohawk; JP Morgan's willingness to provide Petrohawk with a rapid and non-competitive lease process; JP Morgan's failure to disclose its relationships with Petrohawk and BHP Billiton; JP Morgan's failure to disclose its relationships with Hunt, Murphy Oil, the Bass entities and Marubeni; JP Morgan's failure to inform Plaintiff of the lack of diligence, staffing, oversight and management procedures regarding the STS Trust; JP Morgan's representations that the STS Trust was being prudently and properly managed; JP Morgan's preparation of an inaccurate and/or false August 2012 valuation memo regarding STS acreage; JP Morgan's refusal/failure to disclose the sale of STS acreage to Marubeni in 2012; JP Morgan's failure to provide Plaintiff with documents concerning the STS Trust; JP Morgan's failure to inform Plaintiff that it would not seek compensation for water rights belonging to the STS Trust; JP Morgan's failure to disclose its intentions with regard to the sale or modification of the STS Trust; and JP Morgan's failure to inform Plaintiff of its lack of knowledge regarding the accuracy of production and royalty calculations. Plaintiff, its counsel, and its Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiff reserves the right to supplement this answer as appropriate.

**INTERROGATORY NO. 12**

12. Regarding your allegations of fraud and fraud by nondisclosure, identify any evidence you have supporting the contention that Defendant intended to induce you to act or refrain from acting by making each false representations or material omission.

**OBJECTION:**

Plaintiff objects to this Interrogatory as being improper, overly broad, duplicative, and unduly burdensome. This Interrogatory also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of the Defendant. This Interrogatory further improperly requires that Plaintiff marshal all available proof it intends to offer at trial. To the extent that this Interrogatory seeks information learned from counsel or Plaintiff's Experts, such information is protected by the attorney-client privilege and the work product doctrine. Finally, Plaintiff objects to this Interrogatory as it does not limit its inquiry to a



general description of the factual basis for Plaintiff's claims.

**ANSWER:**

Subject to the foregoing objections and without waiving same, Plaintiff states that it learned of the evidence demonstrating JP Morgan's fraud and nondisclosure during the course of this litigation from its counsel and Experts. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiff prior to this litigation. Accordingly, Plaintiff refers Defendant to (without limitation) Plaintiff's Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiff's Expert Reports, supporting materials produced by Plaintiff's Experts, affidavits of Plaintiff's Experts, the deposition, hearing and trial testimony of Plaintiff's Experts, the depositions of JP Morgan employees (past and present), all pleadings and evidence filed in connection with the March 2014 summary judgment proceedings, and Plaintiff's prior discovery responses. Plaintiff, its counsel, and its Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiff reserves the right to supplement this answer as appropriate.

**INTERROGATORY NO. 13**

13. Regarding your allegations of fraud, fraud by nondisclosure, and negligent misrepresentation, explain what actions you contend you took, or actions you contend you refrained from taking, in reliance on each misrepresentation or material omission.

**OBJECTION:**

Plaintiff objects to this Interrogatory as being improper, overly broad, nonsensical, duplicative, and unduly burdensome. This Interrogatory also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of the Defendant. This Interrogatory further improperly requires that Plaintiff marshal all available proof it intends to offer at trial. To the extent that this Interrogatory seeks information learned from counsel or Plaintiff's Experts, such information is protected by the attorney-client privilege and the work product doctrine. Finally, Plaintiff objects to this Interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiff's claims.

**ANSWER:**

Subject to the foregoing objections and without waiving same, Plaintiff states that it learned of the evidence demonstrating JP Morgan's fraud, fraud by nondisclosure, and negligent misrepresentation during the course of this litigation from its counsel and Experts. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiff prior to this litigation. Accordingly, Plaintiff refers Defendant to (without limitation) Plaintiff's Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiff's Expert Reports, supporting materials produced by Plaintiff's Experts, affidavits of Plaintiff's Experts, the deposition, hearing and trial testimony of Plaintiff's Experts, the depositions of JP Morgan employees (past and present), all pleadings and evidence filed in connection with the March 2014 summary judgment proceedings, and Plaintiff's prior discovery responses. More generally, the wrongful actions described above in response to Interrogatories 10 and 11 allowed JP Morgan to retain control of STS as trustee and a large measure of secrecy

regarding the improper and imprudent administration of the STS Trust. Plaintiff refrained from requesting JP Morgan to resign earlier than they did. Plaintiff, its counsel, and its Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiff reserves the right to supplement this answer as appropriate.

**INTERROGATORY NO. 14**

14. Regarding your allegations of fraud, fraud by nondisclosure, and negligent misrepresentation, identify the amount and method of calculating the damages you contend you incurred as a result of Defendant making each material misrepresentation or material omission.

**OBJECTION:**

Plaintiff objects to this Interrogatory as being improper, overly broad, duplicative, and unduly burdensome. This Interrogatory also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of the Defendant. This Interrogatory further improperly requires that Plaintiff marshal all available damages calculations it intends to offer at trial. To the extent that this Interrogatory seeks information learned from counsel or Plaintiff's Experts, such information is protected by the attorney-client privilege and the work product doctrine. Finally, Plaintiff objects to this Interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiff's claims.

**ANSWER:**

Subject to the foregoing objections and without waiving same, Plaintiff states that it learned of the evidence demonstrating JP Morgan's fraud, fraud by nondisclosure, and negligent misrepresentation during the course of this litigation from its counsel and Experts. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiff prior to this litigation. Accordingly, Plaintiff refers Defendant to (without limitation) Plaintiff's Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiff's Expert Reports, the supporting materials produced by Plaintiff's Experts, affidavits of Plaintiff's Experts, the deposition, hearing and trial testimony of Plaintiff's Experts, Plaintiff's prior discovery responses, and the current Amended Plea in Intervention filed in this case. Plaintiff, its counsel, and its Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiff reserves the right to supplement this answer as appropriate.

**INTERROGATORY NO. 15**

15. For any action or non-action identified in response to Interrogatory No. 13, explain the casual connection between it and the damages identified in response to Interrogatory No. 14.

**OBJECTION:**

Plaintiff objects to this Interrogatory as being improper, overly broad, duplicative, and unduly burdensome. This Interrogatory also seeks information in excess of what is permitted under the

Texas Rules of Civil Procedure and information already in the possession of the Defendant. This Interrogatory further improperly requires that Plaintiff marshal all available causation evidence and damages calculations that it intends to offer at trial. To the extent that this Interrogatory seeks information learned from counsel or Plaintiff's Experts, such information is protected by the attorney-client privilege and the work product doctrine. Finally, Plaintiff objects to this Interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiff's claims.

**ANSWER:**

Subject to the foregoing objections and without waiving same, Plaintiff states that it learned of the evidence demonstrating JP Morgan's fraud, fraud by nondisclosure, and negligent misrepresentation and the causal impact of JP Morgan's wrongful actions, during the course of this litigation from its counsel and Experts. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiff prior to this litigation. Accordingly, Plaintiff refers Defendant to (without limitation) Plaintiff's Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiff's Expert Reports, supporting materials produced by Plaintiff's Experts, affidavits of Plaintiff's Experts, the deposition, hearing and trial testimony of Plaintiff's Experts, Plaintiff's prior discovery responses, all pleadings and evidence filed in connection with the March 2014 summary judgment proceedings, and the current Amended Plea in Intervention filed in this case. Plaintiff and its counsel are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiff reserves the right to supplement this answer as appropriate.

**INTERROGATORY NO. 16**

16. Explain how the damages you seek for fraud, fraud by non-disclosure, or negligent misrepresentation differ from the damages you seek for breach of fiduciary duty.

**OBJECTION:**

Plaintiff objects to this Interrogatory as being improper, nonsensical, vague, overly broad and improperly requesting privileged work product and attorney-client privileged information. .

**ANSWER:**

Subject to the foregoing objections and without waiving same, Plaintiff states that it learned of the evidence demonstrating JP Morgan's fraud, fraud by nondisclosure, and negligent misrepresentation and the damages caused by JP Morgan's wrongful actions, during the course of this litigation from its counsel and Experts. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiff prior to this litigation. Plaintiff further states that it need not assert separate damages in order to allege separate legal claims with specific legal elements. To the contrary, at trial, Plaintiff may permissibly assert separate causes of action, with separate legal elements, in a manner that ensures that duplicative or overlapping damages are not included in any final judgment.

**RESPONSES TO DEFENDANT'S  
THIRD SET OF REQUESTS FOR PRODUCTION TO ALL PLAINTIFFS**

**DOCUMENT REQUEST NO. 1**

1. Produce all documents supporting or used in preparation of the "drilling schedule" (or any subsequent version thereof) included in the "Supplemental Affidavit of Charles E. Graham, III" dated February 27, 2014 (marked "Plaintiffs' App. 01209-01223").

**RESPONSE:**

Plaintiff objects to this Request as being improperly vague, overly broad, and unduly burdensome. This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert discovery.

Plaintiff further objects as this Request constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that Plaintiff would be in possession of documents concerning the contents of Charles Graham's expert affidavit outside of what it may have obtained from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

Subject to and without waiving these objections, discoverable documents responsive to this request have been produced to Defendant, or are being produced to Defendant, pursuant to Texas Rule of Civil Procedure 192.3(e).

**DOCUMENT REQUEST NO. 2**

2. Produce all documents supporting or evidencing the basis for each assumption, parameter, input, rule, inference, or principle identified in response to Interrogatory No. 7 above.

**RESPONSE:**

Plaintiff objects to this Request as being improperly vague, overly broad, and unduly burdensome. This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert discovery.

Plaintiff further objects as this Request constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that Plaintiff would be in possession of documents concerning the contents of Charles Graham's expert affidavit outside of what it may have obtained from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

Subject to and without waiving these objections, discoverable documents responsive to this request have been produced to Defendant, or are being produced to Defendant, pursuant to Texas Rule of Civil Procedure 192.3(e).

### **DOCUMENT REQUEST NO. 3**

3. Produce all electronic data related to the calculations (or any subsequent version thereof) included in the "Supplemental Affidavit of Charles E. Graham, III" dated February 27, 2014.

#### **RESPONSE:**

Plaintiff objects to this Request as being improperly vague, overly broad, and unduly burdensome. This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures.

Plaintiff further objects as this Request constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that Plaintiff would be in possession of documents concerning the contents of Charles Graham's expert affidavit outside of what it may have obtained from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

Subject to and without waiving these objections, discoverable documents responsive to this request have been produced to Defendant, or are being produced to Defendant, pursuant to Texas Rule of Civil Procedure 192.3(e).

### **DOCUMENT REQUEST NO. 4**

4. For all leases covering mineral interests in the Eagle Ford Shale executed by any Plaintiff, either individually or in its representative capacity during the years 2008 through 2010, produce the lease and documents showing the amount of bonus received.

#### **RESPONSE:**

Plaintiff objects to this Request as being irrelevant, overbroad, duplicative, unduly burdensome and an impermissible "fishing expedition." This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure. Plaintiff further objects as the Court previously ruled that similar discovery regarding Plaintiff's confidential and proprietary business practices was irrelevant and impermissible in June 2013. Finally, this request is objectionable as it seeks confidential client information.

### **DOCUMENT REQUEST NO. 5**

5. For all leases which Robert E. Lee, Jr. (?) negotiated, assisted in negotiating or consulted on as a mineral manager during the years 2007 – 2011, produce the lease and documents showing the amount of bonus received.

#### **RESPONSE:**

Plaintiff objects to this Request as being irrelevant, overbroad, unduly burdensome and an impermissible "fishing expedition." This Request also seeks information in excess of what is

permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures. Plaintiff further objects as this information is protected by Mr. Lee's duty regarding client confidentiality. Subject to and without waiving these objections, discoverable documents responsive to this Request have been produced to Defendant, or are being produced to Defendant, pursuant to Texas Rule of Civil Procedure 192.3(e).

#### **DOCUMENT REQUEST NO. 6**

6. Produce copies of all leases in your possession, custody or control containing a "most favored nations" clause covering the lease bonus amount or containing any other provision for increasing the lease bonus amount contingent upon later leasing activity.

#### **RESPONSE:**

Plaintiff objects to this Request as being irrelevant, overbroad, duplicative, unduly burdensome and an impermissible "fishing expedition." This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures. Plaintiff further objects as the Court previously ruled that similar discovery regarding Plaintiff's confidential and proprietary business practices was irrelevant and impermissible in June 2013. Finally, this request is objectionable as it seeks confidential client information. Subject to and without waiving these objections, to the extent that this Request seeks expert materials pursuant to Texas Rule of Civil Procedure 192.3(e), discoverable documents responsive to this Request have been produced to Defendant, or are being produced to Defendant.

#### **DOCUMENT REQUEST NO. 7**

7. Produce copies of all leases in your possession, custody or control covering mineral interests in the Eagle Ford Shale executed in 2007, 2008, 2009, or 2010 that were for a 2-year primary term or less.

#### **RESPONSE:**

Plaintiff objects to this Request as being irrelevant, overbroad, duplicative, unduly burdensome and an impermissible "fishing expedition." This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures. Plaintiff further objects as the Court previously ruled that similar discovery regarding Plaintiff's confidential and proprietary business practices was irrelevant and impermissible in June 2013. Finally, this request is objectionable as it seeks confidential client information. Subject to and without waiving these objections, to the extent that this Request seeks expert materials pursuant to Texas Rule of Civil Procedure 192.3(e), discoverable documents responsive to this Request have been produced to Defendant, or are being produced to Defendant.

#### **DOCUMENT REQUEST NO. 8**

8. Produce copies of all leases in your possession, custody or control covering mineral interests in the Eagle Ford Shale executed in 2007, 2008, 2009, or 2010 that included a

90-day continuous drilling obligation.

**RESPONSE:**

Plaintiff objects to this Request as being irrelevant, overbroad, duplicative, unduly burdensome and an impermissible “fishing expedition.” This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures. Plaintiff further objects as the Court previously ruled that similar discovery regarding Plaintiff’s confidential and proprietary business practices was irrelevant impermissible in June 2013. Finally, this request is objectionable as it seeks confidential client information. Subject to and without waiving these objections, to the extent that this Request seeks expert materials pursuant to Texas Rule of Civil Procedure 192.3(e), discoverable documents responsive to this Request have been produced to Defendant, or are being produced to Defendant.

**DOCUMENT REQUEST NO. 9**

9. Produce copies of all leases in your possession, custody or control covering mineral interests in the Eagle Ford Shale with a royalty of 25% and a per/acre lease bonus in excess of \$200/acre executed during 2008.

**RESPONSE:**

Plaintiff objects to this Request as being irrelevant, overbroad, duplicative, unduly burdensome and an impermissible “fishing expedition.” This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures. Plaintiff further objects as the Court previously ruled that similar discovery regarding Plaintiff’s confidential and proprietary business practices was irrelevant and impermissible in June 2013. Finally, this request is objectionable as it seeks confidential client information. Subject to and without waiving these objections, to the extent that this Request seeks expert materials pursuant to Texas Rule of Civil Procedure 192.3(e), discoverable documents responsive to this Request have been produced to Defendant, or are being produced to Defendant.

**DOCUMENT REQUEST NO. 10**

10. Produce copies of all leases in your possession, custody or control covering mineral interests in the Eagle Ford Shale executed during 2008, 2009 or 2010.

**RESPONSE:**

Plaintiff objects to this Request as being irrelevant, overbroad, duplicative, unduly burdensome and an impermissible “fishing expedition.” This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures. Plaintiff further objects as the Court previously ruled that similar discovery regarding Plaintiff’s confidential and proprietary business practices was irrelevant and impermissible in June 2013. Finally, this request is objectionable as it seeks confidential client information. Subject to and without waiving these objections, to the extent

that this Request seeks expert materials pursuant to Texas Rule of Civil Procedure 192.3(e), discoverable documents responsive to this Request have been produced to Defendant, or are being produced to Defendant.



**CERTIFICATE OF SERVICE**

I certify that on June 16, 2014, this document was served on the following described

parties in the manner indicated below:

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

Via U.S. Mail and Email

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

Via U.S. Mail and Email

Charles A. Gall  
John Eichman  
Amy S. Bowen  
Hunton & Williams  
1445 Ross Avenue, Suite 3700  
Dallas, TX 75202

Via U.S. Mail and Email

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

Via U.S. Mail and Email

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

Via U.S. Mail and Email

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

Via U.S. Mail and Email


George H. Spencer, Jr.  
Clemens & Spencer, P.C.  
112 East Pecan Street, Suite 1300  
San Antonio, TX 78205  
David R. Deary  
Jim L. Flegle  
Loewinshon Flegle Deary L.L.P.  
12377 Merit Drive, Suite 900  
Dallas, Texas 75251

Via U.S. Mail and Email

Via U.S. Mail and Email

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

Via U.S. Mail and Email



Michael S. Christian

# Exhibit F

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, *ET AL.*,

Plaintiffs,

vs.

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

Defendants.

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IN THE DISTRICT COURT

225<sup>th</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**U.S. BANK NATIONAL ASSOCIATION AND U.S. BANK TRUST NATIONAL  
ASSOCIATION SD'S RESPONSES TO DEFENDANTS' FIRST SET OF REQUESTS  
FOR ADMISSIONS**

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

Now come Plaintiff-Intervenors U.S. Bank National Association and U.S. Bank Trust National Association SD in their capacities as trustees, co-trustees and/or agents for financial instruments and individuals holding Certificates of Beneficial Interest in the South Texas Syndicate Trust ("Plaintiff-Intervenors" or "Plaintiffs"), by and through their undersigned attorneys of record, and pursuant to Rules 192, 193 and 198 of the Texas Rules of Civil Procedure, serve the following Objections and Responses/Answers to Defendants' First Set of Requests for Admissions.

DATE: June 13, 2014

Respectfully submitted,

**ZELLE HOFMANN VOELBEL & MASON LLP**

By: 

JOHN B. MASSOPUST (pro hac vice)  
MATTHEW J. GOLLINGER (pro hac vice)  
MICHAEL S. CHRISTIAN (pro hac vice)  
500 Washington Avenue South, Suite 5000  
Minneapolis, Minnesota 55415  
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STEVEN J. BADGER  
Texas State Bar No. 01499050  
901 Main Street, Suite 4000  
Dallas, Texas 75202-3975  
Telephone: (214) 742-3000  
Facsimile: (214) 760-8994

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

**RESPONSES TO DEFENDANTS'**  
**FIRST SET OF REQUEST FOR ADMISSIONS**

1. Admit that the lease bonus of \$200 per acre received for the July 16, 2008 Petrohawk Lease was at or above fair market value for mineral leases with a royalty of 25% in La Salle and McMullen counties as of July 16, 2008.

**RESPONSE:** DENY.

2. Admit that you do not contend that the lease bonus of \$200 per acre received for the July 16, 2008 Petrohawk Lease was below fair market value for mineral leases with a royalty of 25% in La Salle and McMullen counties as of July 16, 2008.

**RESPONSE:** DENY.

3. Admit that the lease bonus of \$200 per acre received for the December 12, 2008 Petrohawk Leases was at or above fair market value for mineral leases with a royalty of 25% in La Salle and McMullen counties as of December 12, 2008.

**RESPONSE:** DENY.

4. Admit that you do not contend that the lease bonus of \$200 per acre received for the December 12, 2008 Petrohawk Leases was below fair market value for mineral leases with a royalty of 25% in La Salle and McMullen counties as of December 12, 2008.

**RESPONSE:** DENY.

5. Admit that JPMorgan received sufficient lease bonus per acre for the July 16, 2008 Petrohawk Lease.

**RESPONSE:** DENY.

6. Admit that JPMorgan received sufficient lease bonus per acre for the December 12, 2008 Petrohawk Leases.

**RESPONSE:** DENY.

7. Admit that you do not contend that JPMorgan received an insufficient lease bonus per acre for the July 16, 2008 Petrohawk Lease.

**RESPONSE:** DENY.

8. Admit that you do not contend that JPMorgan received an insufficient lease bonus per acre for the December 12, 2008 Petrohawk Leases.

**RESPONSE:** DENY.

9. Admit that you are unaware of any lease of mineral interest in the Eagle Ford Shale Play executed in 2007, 2008, 2009, or 2010 containing a "most favored nations" clause (as

that term is used by Plaintiff's expert Robert Lee) covering the lease bonus amount or containing any other provision for increasing the lease bonus amount contingent upon later leasing activity.

**RESPONSE:** DENY

10. Admit that you received the 1990 "Annual Report to the Beneficiaries" regarding STS (see DEFENDANTS 009776-009807).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs' commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

11. Admit that you received the 1991 "Annual Report to the Beneficiaries" regarding STS (see DEFENDANTS 009743-009775).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs' commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

12. Admit that you received the 1992 "Annual Report to the Beneficiaries" regarding STS (see DEFENDANTS 009712-009742).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs' commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

13. Admit that you received the 1993 "Annual Report to the Beneficiaries" regarding STS (see DEFENDANTS 009676-009711).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs' commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

14. Admit that you received the 1994 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 009639-009675).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs’ commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

15. Admit that you received the 1995 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 009599-009638).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs’ commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

16. Admit that you received the 1996 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 009563-009598).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs’ commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

17. Admit that you received the 1997 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 009523-009562).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs’ commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

18. Admit that you received the 1998 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 009484-009522).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs’ commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to



admit or deny this request for admission as written and therefore DENY it.

19. Admit that you received the 1999 "Annual Report to the Beneficiaries" regarding STS (see DEFENDANTS 009441-009483).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs' commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

20. Admit that you received the 2000 "Annual Report to the Beneficiaries" regarding STS (see DEFENDANTS 032745-032782).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs' commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

21. Admit that you received the 2001 "Annual Report to the Beneficiaries" regarding STS (see Deposition Exhibit 406).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs' commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

22. Admit that you received the 2002 "Annual Report to the Beneficiaries" regarding STS (see Deposition Exhibit 407).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs' commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

23. Admit that you received the 2003 "Annual Report to the Beneficiaries" regarding STS (see Deposition Exhibit 408).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs' commencement of responsibilities as

trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

24. Admit that you received the 2004 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 409).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs’ commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

25. Admit that you received the 2005 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 410).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs’ commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

26. Admit that you received the 2006 “Annual Report to the Beneficiaries” regarding STS (see Deposition Exhibit 411).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs’ commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

27. Admit that you received the 2007 “Annual Report to the Beneficiaries” regarding STS (see DEFENDANTS 000476-000519).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs’ commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

28. Admit that you received the 2008 “Annual Report to the Beneficiaries” regarding STS (see PI015202-015237).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their

representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs' commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

29. Admit that you received the 2009 "Annual Report to the Beneficiaries" regarding STS (see Deposition Exhibit 414).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs' commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

30. Admit that you received the 2010 "Annual Report to the Beneficiaries" regarding STS (see Deposition Exhibit 415).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs' commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

31. Admit that you received the 2011 "Annual Report to the Beneficiaries" regarding STS (see Deposition Exhibit 416).

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs' commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

32. Admit that you received the 2012 "Annual Report to the Beneficiaries" regarding STS, attached hereto as Exhibit 1.

**RESPONSE:** Given that the Plaintiff-Intervenors intervened in this litigation in their representative capacities as trustee, co-trustee or agent on behalf of various trusts and agency arrangements, and Plaintiffs' commencement of responsibilities as trustee, co-trustee and/or agent vary between those trusts and agency arrangements, this Request is vague and ambiguous and Plaintiffs are unable to admit or deny this request for admission as written and therefore DENY it.

**CERTIFICATE OF SERVICE**

I certify that on June 13, 2014, this document was served on the following described

parties in the manner indicated below:

Patrick K. Sheehan  
David Jed Williams  
Hornberger Sheehan Fuller & Garza Inc.  
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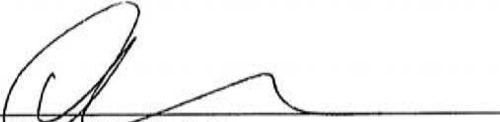
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Fred W. Stumpf  
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Nine Greenway Plaza, Suite 3100  
Houston, TX 77045

Via U.S. Mail and Email



Michael S. Christian

# Exhibit G

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, *ET AL.*,

Plaintiffs,

vs.

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

Defendants.

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IN THE DISTRICT COURT

225<sup>th</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**U.S. BANK NATIONAL ASSOCIATION'S AND U.S. BANK TRUST NATIONAL ASSOCIATION SD'S OBJECTIONS AND RESPONSES/ANSWERS TO DEFENDANT'S SECOND SET OF INTERROGATORIES AND THIRD SET OF REQUESTS FOR PRODUCTION**

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

Now come Plaintiff-Intervenors U.S. Bank National Association and U.S. Bank Trust National Association SD in their roles as trustee, co-trustee and/or agents for financial instruments and individuals holding Certificates of Beneficial Interest in the South Texas Syndicate Trust ("Plaintiff-Intervenors" or "Plaintiffs"), by and through their undersigned attorneys of record, and pursuant to Rules 193 and 194 of the Texas Rules of Civil Procedure, serve the following Objections and Responses/Answers to Defendant's Second Set of Interrogatories and Third Set of Requests for Production.

DATE: June 16, 2014

Respectfully submitted,

**ZELLE HOEMANN VOELBEL & MASON LLP**

By:  \_\_\_\_\_

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MATTHEW J. GOLLINGER (pro hac vice)  
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**ATTORNEYS FOR PLAINTIFF-INTERVENORS  
U.S. BANK NATIONAL ASSOCIATION AND U.S.  
BANK TRUST NATIONAL ASSOCIATION SD**



**ANSWERS AND OBJECTIONS TO DEFENDANT'S  
SECOND SET OF INTERROGATORIES TO ALL PLAINTIFFS**

**INTERROGATORY NO. 1**

1. If you deny Request for Admission No. 1 above, please set forth the dollar amount that you contend was the fair market value of the lease bonus per acre as of July 16, 2008 for the property covered by the July 16, 2008 Petrohawk Lease, explain how you arrived at that dollar amount, and identify all documents, evidence, or other sources you rely upon for your answer (including all leases and bonuses received for such leases that you claim establish that the July 16, 2008 lease bonus was not fair market value).

**OBJECTION:**

Plaintiffs object as this Interrogatory is nonsensical and seeks irrelevant information because it misconstrues Plaintiffs' allegations and incorrectly asserts that Plaintiffs' damages from the July 16, 2008 Petrohawk Lease should be calculated based on comparable lease prices on July 16, 2008. This Interrogatory is also objectionable as it seeks: (1) information and expert discovery in excess of what is permitted under the Texas Rules of Civil Procedure; (2) public records and/or data equally accessible (or inaccessible) to Defendant; (3) information already in the possession of Defendant; and (4) information protected by the work product doctrine and the attorney-client privilege.

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiffs state that JP Morgan failed to keep them informed of, and affirmatively concealed, important aspects of the July 16, 2008 leases, such that Plaintiffs only learned the full extent of JP Morgan's wrongful actions during the course of this litigation based on communications with counsel and review of their Expert analyses. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures and Amended Disclosures, including but not limited to Plaintiffs' Expert Reports, supporting materials produced by Plaintiffs' Experts, affidavits of Plaintiffs' Experts, and the deposition, hearing and trial testimony of Plaintiffs' Experts.

Moreover, by virtue of JP Morgan's improper agreement to deal exclusively with Petrohawk in a closed-market and confidential transaction, JP Morgan acted to artificially depress the fair market value of the July 2008 lease bonus payments. In addition, the fair market value of lease bonus prices in 2007 exceeded the amount paid by Petrohawk in July of 2008, as evidenced by the 2007 Whittier seismic agreement and option. Plaintiffs, their counsel, and their Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

**INTERROGATORY NO. 2**

2. If you deny Request for Admission No. 3 above, please set forth the dollar amount that you contend was the fair market value of the lease bonus per acre as of December 12, 2008 for the property covered by the December 12, 2008 Petrohawk Leases, explain how you arrived at that dollar amount, and identify all documents, evidence, or other sources you rely upon for your answer (including all leases and bonuses received for such leases that you claim establish that the July 16, 2008 lease bonus was not fair market value).

**OBJECTION:**

Plaintiffs object as this Interrogatory is nonsensical and seeks irrelevant information because it misconstrues Plaintiffs' allegations and incorrectly asserts that Plaintiffs' damages from the December 12, 2008 Petrohawk Lease should be calculated based on comparable lease prices on December 12, 2008. This Interrogatory is likewise objectionable as it is improperly phrased and incomprehensible as it appears to include an erroneous reference to the July 2008 Petrohawk Lease. This Interrogatory is also objectionable as it seeks: (1) information and expert discovery in excess of what is permitted under the Texas Rules of Civil Procedure; (2) public records and/or data equally accessible (or inaccessible) to Defendant; (3) information already in the possession of Defendant; and (4) information subject to the work product doctrine and the attorney-client privilege

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiffs state that JP Morgan failed to keep them informed of, and affirmatively concealed, important aspects of the December 12, 2008 leases, such that Plaintiffs only learned the full extent of JP Morgan's wrongful actions during the course of this litigation based on communications with counsel and review of their Expert analyses. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures, and Amended Disclosures, including but not limited to Plaintiffs' Expert Reports, supporting materials produced by Plaintiffs' Experts, affidavits of Plaintiffs' Experts, and the deposition, hearing and trial testimony of Plaintiffs' experts.

Moreover, by virtue of JP Morgan's improper agreement to deal exclusively with Petrohawk in a closed-market and confidential transaction, JP Morgan acted to artificially depress the fair market value of the December 2008 lease bonus payments. In addition, the fair market value of lease bonus prices in 2007 exceeded the amount paid by Petrohawk in December of 2008, as evidenced by the 2007 Whittier seismic agreement and option as well as the testimony of Greg Robertson. Plaintiffs, their counsel, and Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

### **INTERROGATORY NO. 3**

3. Identify all mineral interests totaling more than 5,000 contiguous acres in the Eagle Ford Shale that were leased during the years 2007, 2008, 2009, or 2010 in increments, blocks, phases, pieces, or smaller segments of 2,500 acres or less.

#### **OBJECTION:**

Plaintiffs object to this Interrogatory as overly broad, harassing, and unduly burdensome. This Interrogatory seeks information with limited relevance and is further improper as the information sought is in excess of what is permitted under the Texas Rules of Civil Procedure and proper expert discovery. Moreover, the information sought is equally accessible (or inaccessible) to Defendant and/or is already in the possession of Defendant. To the extent that this Interrogatory seeks information from Plaintiffs' business files, Plaintiffs object as the Court previously ruled that such information was not discoverable as this Interrogatory seeks confidential, proprietary and irrelevant business information. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs' Experts, such information is protected by the attorney-client privilege and the work product doctrine.

#### **ANSWER:**

Subject to the foregoing and without waiving same, Plaintiffs state that JP Morgan failed to keep them informed of, and affirmatively concealed, important aspects of the STS leases, extensions and/or amendments, such that Plaintiffs only learned the full extent of JP Morgan's wrongful actions during the course of this litigation based on communications with counsel and review of their Expert analyses. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiffs' Expert Reports, supporting materials produced by Plaintiffs' Experts, and the deposition, hearing and trial testimony of the Plaintiffs' Experts. Plaintiffs, their counsel, and Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

### **INTERROGATORY NO. 4**

4. Identify all mineral interests in the Eagle Ford Shale leased in 2007, 2008, 2009, or 2010 containing a "most favored nations" clause covering the lease bonus amount or containing any other provision for increasing the lease bonus amount contingent upon later leasing activity.

#### **OBJECTION:**

Plaintiffs object to this Interrogatory as overly broad, harassing, and unduly burdensome. This Interrogatory seeks information with limited relevance and is further improper as the information sought is in excess of what is permitted under the Texas Rules of Civil Procedure and proper expert discovery. Moreover, the information sought is equally accessible (or inaccessible) to Defendant and/or is already in the possession of Defendant. To the extent that this Interrogatory

seeks information from Plaintiffs' business files, Plaintiffs object as the Court previously ruled that such information was not discoverable as this Interrogatory seeks confidential, proprietary and irrelevant business information. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs' Experts, such information is protected by the attorney-client privilege and the work product doctrine.

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiffs state that JP Morgan failed to keep them informed of protective lease terms such as "most favored nations" clauses, such that Plaintiffs only learned the full extent of JP Morgan's failure to include proper lease terms during the course of this litigation based on communications with counsel and review of their Expert analyses. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs assert that they are aware of Eagle Ford leases with "most favored nations" provisions, but that such leases are confidential as between the parties to such leases. Moreover, Defendant has previously been made aware of a Haynesville Petrohawk lease with a most favored nations clause signed approximately one month prior to the May 2008 STS Petrohawk Leases. *See* Deposition of Robert Lee at pp. 145-148 (December 17, 2013). Plaintiffs further refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiffs' Expert Reports, supporting materials produced by Plaintiffs' Experts, affidavits of Plaintiffs' Experts, and the deposition, hearing and trial testimony of Plaintiffs' Experts. Plaintiffs, their counsel, and Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

**INTERROGATORY NO. 5**

5. Identify all leases of mineral interests in the Eagle Ford Shale executed in 2007, 2008, 2009, or 2010 of which you are aware that were for a 2-year primary term or less.

**OBJECTION:**

Plaintiffs object to this Interrogatory as overly broad, harassing, and unduly burdensome. This Interrogatory seeks information with limited relevance and is further improper as the information sought is in excess of what is permitted under the Texas Rules of Civil Procedure and expert discovery. Moreover, the information sought is equally accessible (or inaccessible) to Defendant and/or is already in the possession of Defendant. To the extent that this Interrogatory seeks information from Plaintiffs' business files, Plaintiffs object as the Court previously ruled that such information was not discoverable as this Interrogatory seeks confidential, proprietary and irrelevant business information. Plaintiffs further object to the extent this Interrogatory seeks confidential client information. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs' Experts, such information is protected by the attorney-client privilege and the work product doctrine.

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiffs state that JP Morgan failed to keep them informed of its failure and or refusal to include proper development obligations in the STS leases at issue, such that Plaintiffs only learned the full extent of JP Morgan's failure to include proper development obligations during the course of this litigation based on communications with counsel and review of their Expert analyses. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiffs' Expert Reports, supporting materials produced by Plaintiffs' Experts, affidavits of Plaintiffs' Experts, and the deposition, hearing and trial testimony of Plaintiffs' Experts. Plaintiffs, their counsel, and their Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

**INTERROGATORY NO. 6**

6. Identify all leases of mineral interests in the Eagle Ford Shale executed in 2007, 2008, 2009, or 2010 of which you are aware that included a 90-day continuous drilling obligation.

**OBJECTION:**

Plaintiffs object to this Interrogatory as overly broad, harassing, and unduly burdensome. This Interrogatory seeks information with limited relevance and is further improper as the information sought is in excess of what is permitted under the Texas Rules of Civil Procedure and expert discovery. Moreover, the information sought is equally accessible (or inaccessible) to Defendant and/or is already in the possession of Defendant. To the extent that this Interrogatory seeks information from Plaintiffs' business files, Plaintiffs object as the Court previously ruled that such information was not discoverable as this Interrogatory seeks confidential, proprietary and irrelevant business information. Plaintiffs further object to the extent this Interrogatory seeks confidential client information. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs' Experts, such information is protected by the attorney-client privilege and the work product doctrine.

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiffs state that JP Morgan failed to keep them informed of its failure and or refusal to include proper development obligations in the STS leases at issue, such that Plaintiffs only learned the full extent of JP Morgan's failure to include proper development obligations during the course of this litigation based on communications with counsel and review of their Expert analyses. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiffs' Expert Reports, supporting materials produced by Plaintiffs' Experts, affidavits of Plaintiffs' Experts, and the deposition, hearing and trial testimony of Plaintiffs' Experts. Plaintiffs, their counsel, and their

Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

**INTERROGATORY NO. 7**

7. Identify all assumptions, parameters, inputs, rules, inferences, or principles used in preparation of the “drilling schedule” included in the “Supplemental Affidavit of Charles E. Graham, III” dated February 27, 2014, including drafts.

**OBJECTION:**

Plaintiffs object to this Interrogatory as vague, confusing, and overly broad. The Interrogatory is also objectionable because it seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, constitutes improper expert discovery, and requests information already in the possession of the Defendant. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs’ Experts, such information is protected by the attorney-client privilege and the work product doctrine.

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiffs refer Defendant to (without limitation) Plaintiffs’ Disclosures, Supplemental Disclosures, and Amended Disclosures, including, but not limited to their Expert Reports, supporting materials produced by Plaintiffs’ Experts, affidavits of Plaintiffs’ Experts, and the deposition, hearing and trial testimony of Plaintiffs’ Experts. Plaintiffs, their counsel, and their Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

**INTERROGATORY NO. 8**

8. Identify any lease executed by you, individually, or in a representative capacity, covering mineral interests in the Eagle Ford Shale during the years 2008 through 2010.

**OBJECTION:**

Plaintiffs object to this Interrogatory as irrelevant, improper harassment, and duplicative of prior improper discovery previously rejected by the Court in June 2013. Plaintiffs further object as this Interrogatory seeks confidential and proprietary business and client information.

**INTERROGATORY NO. 9**

9. Identify all leases covering mineral interests in the Eagle Ford Shale with a royalty of 25% and a per/acre bonus in excess of \$200/acre executed during 2008.

**OBJECTION:**

Plaintiffs object as this Interrogatory is nonsensical and seeks irrelevant information. This Interrogatory misconstrues Plaintiffs’ allegations and incorrectly suggests that Plaintiffs’

damages from the 2008 Petrohawk Leases should be calculated based on comparable lease prices and royalty rates from 2008. Plaintiffs also object because this Interrogatory is overly broad, harassing, and unduly burdensome. This Interrogatory is further objectionable as it seeks: (1) information and expert discovery in excess of what is permitted under the Texas Rules of Civil Procedure; (2) public records and/or data equally accessible (or inaccessible) to Defendant; (3) information already in the possession of Defendant; and (4) information protected by the work product doctrine and the attorney-client privilege. To the extent that this Interrogatory seeks information from Plaintiffs' business files, Plaintiffs object as the Court previously ruled that such information was not discoverable as this Interrogatory seeks confidential, proprietary and irrelevant business information. Plaintiffs further object to the extent this Interrogatory seeks confidential client information.

**ANSWER:**

Subject to the foregoing and without waiving same, Plaintiffs state that, only after this lawsuit was filed, did they learn from their Experts and counsel the details of how JP Morgan entered into imprudent, rushed, reckless, hasty, exclusive and confidential agreement(s) with Petrohawk in 2008 regarding STS acreage. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Plaintiffs further assert that the July and December 2008 Petrohawk leases should not have been made, and that 2008 bonus prices are not an appropriate measure for such leases, as described more fully in (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiffs' Expert Reports, supporting materials produced by Plaintiffs' Experts, affidavits of Plaintiffs' Experts, and the deposition, trial and hearing testimony of the Plaintiffs' Experts. Plaintiffs, their counsel, and their Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

**INTERROGATORY NO. 10**

10. Regarding your allegations of fraud and negligent misrepresentation, identify the content and timing of each material representation made to you by Defendant that you contend was false.

**OBJECTION:**

Plaintiffs object to this Interrogatory as being improper, overly broad, duplicative, and unduly burdensome. This Interrogatory also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of the Defendant. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs' Experts, such information is protected by the attorney-client privilege and the work product doctrine. This Interrogatory further improperly requires that Plaintiffs marshal all available proof they intend to offer at trial. Finally, Plaintiffs object to this Interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiffs' claims.

**ANSWER:**

Subject to the foregoing objections and without waiving same, Plaintiffs state that they learned the details of JP Morgan's fraud and negligent misrepresentation during the course of this litigation from their counsel and Experts. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) their Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiffs' Expert Reports; supporting materials produced by Plaintiffs' Experts; the deposition, hearing and trial testimony of Plaintiffs' Experts; the current Amended Plea in Intervention filed in this case; the depositions of JP Morgan employees (past and present); Plaintiffs' prior discovery responses; all pleadings and evidence filed in connection with the March 2014 summary judgment proceedings, JP Morgan's actions in falsely representing to the Plaintiffs that it was not required to resign at the request of holders of 51% of the beneficial interest in STS; JP Morgan's actions in connection with the Petrohawk Leases; JP Morgan's actions in connection with wrongfully perpetuating the leases, amendments, and assignments of STS mineral rights to Broad Oak, Hunt, Murphy Oil, the Bass entities, and Marubeni to the detriment of the Plaintiffs; JP Morgan's conduct in resisting resignation notwithstanding its contractual obligation to resign; JP Morgan's confidentiality agreement with Petrohawk; JP Morgan's willingness to provide Petrohawk with a rapid and non-competitive lease process; JP Morgan's failure to disclose its relationships with Petrohawk and BHP Billiton; JP Morgan's failure to disclose its relationships with Hunt, Murphy Oil, the Bass entities and Marubeni; JP Morgan's failure to employ or exercise any due diligence in connection with the Petrohawk Leases; JP Morgan's failure to provide proper staffing, oversight and management procedures in relation to the STS Trust; JP Morgan's failure to inform the Plaintiffs of the lack of staffing, oversight and management procedures; JP Morgan's representations that the STS Trust was being prudently and properly managed; JP Morgan's failure to obtain prudent lease terms with adequate development obligations; JP Morgan's preparation of an inaccurate and/or false August 2012 valuation memo regarding STS acreage; JP Morgan's refusal/failure to disclose the sale of STS acreage to Marubeni in 2012; JP Morgan's failure to provide Plaintiffs with documents concerning the STS Trust; JP Morgan's failure to seek any compensation for water rights belonging to the STS Trust; JP Morgan's efforts to sell or otherwise alter the form of the STS Trust; JP Morgan's failure to disclose its intentions with regard to the sale or modification of the STS Trust; JP Morgan's failure to monitor production and accompanying royalties due; and JP Morgan's failure to inform Plaintiffs of its lack of knowledge regarding the accuracy of production and royalties. Plaintiffs, their counsel and their Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

**INTERROGATORY NO. 11**

11. Regarding your allegations of fraud by nondisclosure, identify each material fact that you contend should have been disclosed to you by Defendant that was not, and the time you contend such disclosure should have been made.



**OBJECTION:**

Plaintiffs object to this Interrogatory as being improper, overly broad, duplicative, and unduly burdensome. This Interrogatory also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of the Defendant. This Interrogatory further improperly requires that Plaintiffs marshal all available proof they intend to offer at trial. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs' Experts, such information is protected by the attorney-client privilege and the work product doctrine. Finally, Plaintiffs object to this Interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiffs' claims.

**ANSWER:**

Subject to the foregoing objections and without waiving same, Plaintiffs state that they learned the details of JP Morgan's fraud and nondisclosure during the course of this litigation from their counsel and Experts. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) the Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiffs' Expert Reports; supporting materials produced by Plaintiffs' Experts; affidavits of Plaintiffs' Experts; the deposition, hearing and trial testimony of Plaintiffs' Experts; the current Amended Plea in Intervention filed in this case; the depositions of JP Morgan employees (past and present); Plaintiffs' prior discovery responses; all pleadings and evidence filed in connection with the March 2014 summary judgment proceedings; JP Morgan's failure to tell the beneficiaries that it was required to resign at the request of holders of 51% of the beneficial interest in STS; JP Morgan's secretive actions in connection with the Petrohawk Leases; JP Morgan's secretive actions in connection with wrongfully perpetuating the leases, amendments, and assignments of STS mineral rights to Broad Oak, Hunt, Murphy Oil, the Bass entities, and Marubeni to the detriment of the Plaintiffs; JP Morgan's general failure to inform Plaintiffs of the inadequate terms of all STS leases; JP Morgan's failure to inform Plaintiffs of improper lease amendments and extensions; JP Morgan's conduct in resisting resignation notwithstanding its contractual obligation to resign; JP Morgan's confidentiality agreement with Petrohawk; JP Morgan's willingness to provide Petrohawk with a rapid and non-competitive lease process; JP Morgan's failure to disclose its relationships with Petrohawk and BHP Billiton; JP Morgan's failure to disclose its relationships with Hunt, Murphy Oil, the Bass entities and Marubeni; JP Morgan's failure to inform the Plaintiffs of the lack of diligence, staffing, oversight and management procedures regarding the STS Trust; JP Morgan's representations that the STS Trust was being prudently and properly managed; JP Morgan's preparation of an inaccurate and/or false August 2012 valuation memo regarding STS acreage; JP Morgan's refusal/failure to disclose the sale of STS acreage to Marubeni in 2012; JP Morgan's failure to provide Plaintiffs with documents concerning the STS Trust; JP Morgan's failure to inform Plaintiffs that it would not seek compensation for water rights belonging to the STS Trust; JP Morgan's failure to disclose its intentions with regard to the sale or modification of the STS Trust; and JP Morgan's failure to inform Plaintiffs of its lack of knowledge regarding the accuracy of production and royalty calculations. Plaintiffs, their counsel, and their Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

### **INTERROGATORY NO. 12**

12. Regarding your allegations of fraud and fraud by nondisclosure, identify any evidence you have supporting the contention that Defendant intended to induce you to act or refrain from acting by making each false representations or material omission.

#### **OBJECTION:**

Plaintiffs object to this Interrogatory as being improper, overly broad, duplicative, and unduly burdensome. This Interrogatory also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of the Defendant. This Interrogatory further improperly requires that Plaintiffs marshal all available proof they intend to offer at trial. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs' Experts, such information is protected by the attorney-client privilege and the work product doctrine. Finally, Plaintiffs object to this Interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiffs' claims.

#### **ANSWER:**

Subject to the foregoing objections and without waiving same, Plaintiffs state that they learned of the evidence demonstrating JP Morgan's fraud and nondisclosure during the course of this litigation from their counsel and Experts. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiffs' Expert Reports, supporting materials produced by Plaintiffs' Experts, affidavits of Plaintiffs' Experts, the deposition, hearing and trial testimony of Plaintiffs' Experts, the depositions of JP Morgan employees (past and present), all pleadings and evidence filed in connection with the March 2014 summary judgment proceedings, and Plaintiffs' prior discovery responses. Plaintiffs, their counsel, and their Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

### **INTERROGATORY NO. 13**

13. Regarding your allegations of fraud, fraud by nondisclosure, and negligent misrepresentation, explain what actions you contend you took, or actions you contend you refrained from taking, in reliance on each misrepresentation or material omission.

#### **OBJECTION:**

Plaintiffs object to this Interrogatory as being improper, overly broad, nonsensical, duplicative, and unduly burdensome. This Interrogatory also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of the Defendant. This Interrogatory further improperly requires that Plaintiffs marshal all available proof they intend to offer at trial. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs' Experts, such information is protected by the attorney-client privilege and the work product doctrine. Finally, Plaintiffs object to this

Interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiffs' claims.

**ANSWER:**

Subject to the foregoing objections and without waiving same, Plaintiffs state that they learned of the evidence demonstrating JP Morgan's fraud, fraud by nondisclosure, and negligent misrepresentation during the course of this litigation from their counsel and Experts. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiffs' Expert Reports, supporting materials produced by Plaintiffs' Experts, affidavits of Plaintiffs' Experts, the deposition, hearing and trial testimony of Plaintiffs' Experts, the depositions of JP Morgan employees (past and present), all pleadings and evidence filed in connection with the March 2014 summary judgment proceedings, and Plaintiffs' prior discovery responses. More generally, the wrongful actions described above in response to Interrogatories 10 and 11 allowed JP Morgan to retain control of STS as trustee and a large measure of secrecy regarding the improper and imprudent administration of the STS Trust. Plaintiffs refrained from requesting JP Morgan to resign earlier than they did. Plaintiffs, their counsel, and their Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

**INTERROGATORY NO. 14**

14. Regarding your allegations of fraud, fraud by nondisclosure, and negligent misrepresentation, identify the amount and method of calculating the damages you contend you incurred as a result of Defendant making each material misrepresentation or material omission.

**OBJECTION:**

Plaintiffs object to this Interrogatory as being improper, overly broad, duplicative, and unduly burdensome. This Interrogatory also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of the Defendant. This Interrogatory further improperly requires that Plaintiffs marshal all available damages calculations they intend to offer at trial. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs' Experts, such information is protected by the attorney-client privilege and the work product doctrine. Finally, Plaintiffs object to this Interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiffs' claims.

**ANSWER:**

Subject to the foregoing objections and without waiving same, Plaintiffs state that they learned of the evidence demonstrating JP Morgan's fraud, fraud by nondisclosure, and negligent misrepresentation during the course of this litigation from their counsel and Experts. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to

Plaintiffs' Expert Reports, the supporting materials produced by Plaintiffs' Experts, affidavits of Plaintiffs' Experts, the deposition, hearing and trial testimony of Plaintiffs' Experts, Plaintiffs' prior discovery responses, and the current Amended Plea in Intervention filed in this case. Plaintiffs, their counsel, and their Experts are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

**INTERROGATORY NO. 15**

15. For any action or non-action identified in response to Interrogatory No. 13, explain the casual connection between it and the damages identified in response to Interrogatory No. 14.

**OBJECTION:**

Plaintiffs object to this Interrogatory as being improper, overly broad, duplicative, and unduly burdensome. This Interrogatory also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure and information already in the possession of the Defendant. This Interrogatory further improperly requires that Plaintiffs marshal all available causation evidence and damages calculations that they intend to offer at trial. To the extent that this Interrogatory seeks information learned from counsel or Plaintiffs' Experts, such information is protected by the attorney-client privilege and the work product doctrine. Finally, Plaintiffs object to this Interrogatory as it does not limit its inquiry to a general description of the factual basis for Plaintiffs' claims.

**ANSWER:**

Subject to the foregoing objections and without waiving same, Plaintiffs state that they learned of the evidence demonstrating JP Morgan's fraud, fraud by nondisclosure, and negligent misrepresentation and the causal impact of JP Morgan's wrongful actions, during the course of this litigation from their counsel and Experts. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Accordingly, Plaintiffs refer Defendant to (without limitation) Plaintiffs' Disclosures, Supplemental Disclosures and Amended Disclosures including, but not limited to Plaintiffs' Expert Reports, supporting materials produced by Plaintiffs' Experts, affidavits of Plaintiffs' Experts, the deposition, hearing and trial testimony of Plaintiffs' Experts, Plaintiffs' prior discovery responses, all pleadings and evidence filed in connection with the March 2014 summary judgment proceedings, and the current Amended Plea in Intervention filed in this case. Plaintiffs and their counsel are continuing to evaluate the information gathered in discovery to date and discovery is ongoing. Plaintiffs reserve the right to supplement this answer as appropriate.

**INTERROGATORY NO. 16**

16. Explain how the damages you seek for fraud, fraud by non-disclosure, or negligent misrepresentation differ from the damages you seek for breach of fiduciary duty.

**OBJECTION:**

Plaintiffs object to this Interrogatory as being improper, nonsensical, vague, overly broad and improperly requesting privileged work product and attorney-client privileged information. .

**ANSWER:**

Subject to the foregoing objections and without waiving same, Plaintiffs state that they learned of the evidence demonstrating JP Morgan's fraud, fraud by nondisclosure, and negligent misrepresentation and the damages caused by JP Morgan's wrongful actions, during the course of this litigation from their counsel and Experts. Although this information has long been in the possession of JP Morgan, it was not provided to Plaintiffs prior to this litigation. Plaintiffs further state that they need not assert separate damages in order to allege separate legal claims with specific legal elements. To the contrary, at trial, Plaintiffs may permissibly assert separate causes of action, with separate legal elements, in a manner that ensures that duplicative or overlapping damages are not included in any final judgment.

**RESPONSES TO DEFENDANT'S  
THIRD SET OF REQUESTS FOR PRODUCTION TO ALL PLAINTIFFS**

**DOCUMENT REQUEST NO. 1**

1. Produce all documents supporting or used in preparation of the "drilling schedule" (or any subsequent version thereof) included in the "Supplemental Affidavit of Charles E. Graham, III" dated February 27, 2014 (marked "Plaintiffs' App. 01209-01223").

**RESPONSE:**

Plaintiffs object to this Request as being improperly vague, overly broad, and unduly burdensome. This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert discovery.

Plaintiffs further object as this Request constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that Plaintiffs would be in possession of documents concerning the contents of Charles Graham's expert affidavit outside of what they may have obtained from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

Subject to and without waiving these objections, discoverable documents responsive to this request have been produced to Defendant, or are being produced to Defendant, pursuant to Texas Rule of Civil Procedure 192.3(e).

## **DOCUMENT REQUEST NO. 2**

2. Produce all documents supporting or evidencing the basis for each assumption, parameter, input, rule, inference, or principle identified in response to Interrogatory No. 7 above.

### **RESPONSE:**

Plaintiffs object to this Request as being improperly vague, overly broad, and unduly burdensome. This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert discovery.

Plaintiffs further object as this Request constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that Plaintiffs would be in possession of documents concerning the contents of Charles Graham's expert affidavit outside of what they may have obtained from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

Subject to and without waiving these objections, discoverable documents responsive to this request have been produced to Defendant, or are being produced to Defendant, pursuant to Texas Rule of Civil Procedure 192.3(e).

## **DOCUMENT REQUEST NO. 3**

3. Produce all electronic data related to the calculations (or any subsequent version thereof) included in the "Supplemental Affidavit of Charles E. Graham, III" dated February 27, 2014.

### **RESPONSE:**

Plaintiffs object to this Request as being improperly vague, overly broad, and unduly burdensome. This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures.

Plaintiffs further object as this Request constitutes improper harassment as it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant has no reasonable basis on which to conclude that Plaintiffs would be in possession of documents concerning the contents of Charles Graham's expert affidavit outside of what they may have obtained from counsel and experts in the course of this litigation, all of which is protected from discovery by the attorney-client privilege and the work product doctrine.

Subject to and without waiving these objections, discoverable documents responsive to this request have been produced to Defendant, or are being produced to Defendant, pursuant to Texas Rule of Civil Procedure 192.3(e).

#### **DOCUMENT REQUEST NO. 4**

4. For all leases covering mineral interests in the Eagle Ford Shale executed by any Plaintiff, either individually or in its representative capacity during the years 2008 through 2010, produce the lease and documents showing the amount of bonus received.

#### **RESPONSE:**

Plaintiffs object to this Request as being irrelevant, overbroad, duplicative, unduly burdensome and an impermissible “fishing expedition.” This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure. Plaintiffs further object as the Court previously ruled that similar discovery regarding Plaintiffs’ confidential and proprietary business practices was irrelevant and impermissible in June 2013. Finally, this request is objectionable as it seeks confidential client information.

#### **DOCUMENT REQUEST NO. 5**

5. For all leases which Robert E. Lee, Jr. (?) negotiated, assisted in negotiating or consulted on as a mineral manager during the years 2007 – 2011, produce the lease and documents showing the amount of bonus received.

#### **RESPONSE:**

Plaintiffs object to this Request as being irrelevant, overbroad, unduly burdensome and an impermissible “fishing expedition.” This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures. Plaintiffs further object as this information is protected by Mr. Lee’s duty regarding client confidentiality. Subject to and without waiving these objections, discoverable documents responsive to this Request have been produced to Defendant, or are being produced to Defendant, pursuant to Texas Rule of Civil Procedure 192.3(e).

#### **DOCUMENT REQUEST NO. 6**

6. Produce copies of all leases in your possession, custody or control containing a “most favored nations” clause covering the lease bonus amount or containing any other provision for increasing the lease bonus amount contingent upon later leasing activity.

#### **RESPONSE:**

Plaintiffs object to this Request as being irrelevant, overbroad, duplicative, unduly burdensome and an impermissible “fishing expedition.” This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures. Plaintiffs further object as the Court previously ruled that similar discovery regarding Plaintiffs’ confidential and proprietary business practices was irrelevant and impermissible in June 2013. Finally, this request is objectionable as it seeks confidential client information. Subject to and without waiving these objections, to the extent that this Request seeks expert materials pursuant to Texas Rule of Civil Procedure 192.3(e), discoverable documents responsive to this Request have been produced to Defendant, or are

being produced to Defendant.

**DOCUMENT REQUEST NO. 7**

7. Produce copies of all leases in your possession, custody or control covering mineral interests in the Eagle Ford Shale executed in 2007, 2008, 2009, or 2010 that were for a 2-year primary term or less.

**RESPONSE:**

Plaintiffs object to this Request as being irrelevant, overbroad, duplicative, unduly burdensome and an impermissible “fishing expedition.” This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures. Plaintiffs further object as the Court previously ruled that similar discovery regarding Plaintiffs’ confidential and proprietary business practices was irrelevant and impermissible in June 2013. Finally, this request is objectionable as it seeks confidential client information. Subject to and without waiving these objections, to the extent that this Request seeks expert materials pursuant to Texas Rule of Civil Procedure 192.3(e), discoverable documents responsive to this Request have been produced to Defendant, or are being produced to Defendant.

**DOCUMENT REQUEST NO. 8**

8. Produce copies of all leases in your possession, custody or control covering mineral interests in the Eagle Ford Shale executed in 2007, 2008, 2009, or 2010 that included a 90-day continuous drilling obligation.

**RESPONSE:**

Plaintiffs object to this Request as being irrelevant, overbroad, duplicative, unduly burdensome and an impermissible “fishing expedition.” This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures. Plaintiffs further object as the Court previously ruled that similar discovery regarding Plaintiffs’ confidential and proprietary business practices was irrelevant impermissible in June 2013. Finally, this request is objectionable as it seeks confidential client information. Subject to and without waiving these objections, to the extent that this Request seeks expert materials pursuant to Texas Rule of Civil Procedure 192.3(e), discoverable documents responsive to this Request have been produced to Defendant, or are being produced to Defendant.

**DOCUMENT REQUEST NO. 9**

9. Produce copies of all leases in your possession, custody or control covering mineral interests in the Eagle Ford Shale with a royalty of 25% and a per/acre lease bonus in excess of \$200/acre executed during 2008.



**RESPONSE:**

Plaintiffs object to this Request as being irrelevant, overbroad, duplicative, unduly burdensome and an impermissible “fishing expedition.” This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures. Plaintiffs further object as the Court previously ruled that similar discovery regarding Plaintiffs’ confidential and proprietary business practices was irrelevant and impermissible in June 2013. Finally, this request is objectionable as it seeks confidential client information. Subject to and without waiving these objections, to the extent that this Request seeks expert materials pursuant to Texas Rule of Civil Procedure 192.3(e), discoverable documents responsive to this Request have been produced to Defendant, or are being produced to Defendant.

**DOCUMENT REQUEST NO. 10**

10. Produce copies of all leases in your possession, custody or control covering mineral interests in the Eagle Ford Shale executed during 2008, 2009 or 2010.

**RESPONSE:**

Plaintiffs object to this Request as being irrelevant, overbroad, duplicative, unduly burdensome and an impermissible “fishing expedition.” This Request also seeks information in excess of what is permitted under the Texas Rules of Civil Procedure, and in excess of what is permitted with respect to expert disclosures. Plaintiffs further object as the Court previously ruled that similar discovery regarding Plaintiffs’ confidential and proprietary business practices was irrelevant and impermissible in June 2013. Finally, this request is objectionable as it seeks confidential client information. Subject to and without waiving these objections, to the extent that this Request seeks expert materials pursuant to Texas Rule of Civil Procedure 192.3(e), discoverable documents responsive to this Request have been produced to Defendant, or are being produced to Defendant.

**CERTIFICATE OF SERVICE**

I certify that on June 16, 2014, this document was served on the following described

parties in the manner indicated below:

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

Via U.S. Mail and Email

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

Via U.S. Mail and Email

Charles A. Gall  
John Eichman  
Amy S. Bowen  
Hunton & Williams  
1445 Ross Avenue, Suite 3700  
Dallas, TX 75202

Via U.S. Mail and Email

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

Via U.S. Mail and Email

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

Via U.S. Mail and Email

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

Via U.S. Mail and Email

George H. Spencer, Jr.  
Clemens & Spencer, P.C.  
112 East Pecan Street, Suite 1300

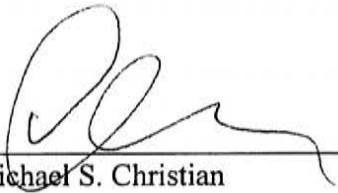
Via U.S. Mail and Email

San Antonio, TX 78205  
David R. Deary  
Jim L. Flegle  
Loewinshon Flegle Deary L.L.P.  
12377 Merit Drive, Suite 900  
Dallas, Texas 75251

Via U.S. Mail and Email

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

Via U.S. Mail and Email



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Michael S. Christian

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.

§  
§  
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§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT

VS.

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

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

CRT

**DEPOSITION SUBPOENA DUCES TECUM TO PRODUCE DOCUMENTS  
ISSUED IN THE NAME OF THE STATE OF TEXAS**

**TO ANY PEACE OFFICER, CONSTABLE OF THE STATE OF TEXAS OR OTHER  
PERSON DULY AUTHORIZED TO SERVE OR EXECUTE SUBPOENAS:**

This Subpoena is directed to:

**CUSTODIAN OF RECORDS FOR:**

**LAREDO ENERGY IV, L.P.  
c/o William E. Deupree  
1600 Smith, Suite 4250  
Houston, Texas 77002**

*Antonio Morales*  
DEPUTY

2014 JUL 28 PM 2:16

FILED  
DONNA KAY HEKINNEY  
DISTRICT CLERK  
BEXAR COUNTY

This Subpoena directs the Custodian of Records for LAREDO ENERGY IV, L.P., to appear at 10:00 a.m. on August 6, 2014, before a notary public at the following location:

**1600 Smith, Suite 4250  
Houston, Texas 77002**

and answer under oath written questions to be propounded by counsel for Defendant and to produce for inspection and photocopying the documents and records described on Exhibit "A" attached to the Notice Duces Tecum of Intent to Take Deposition by Written Questions served with and attached to this Subpoena.

This Subpoena is issued at the instance and request of Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust. The attorneys of record for Defendant are: Patrick K. Sheehan and David Jed Williams, Hornberger Sheehan Fuller & Garza Incorporated, The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, Texas 78209.

**THIS SUBPOENA IS ISSUED UNDER TEXAS RULE OF CIVIL PROCEDURE 176. RULE 176.8(a) STATES: FAILURE BY ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED UPON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS**

**ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.**

This Subpoena is issued by David Jed Williams, attorney for Defendant, on behalf of Defendant.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams

Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700  
Dallas, Texas 75202  
(214) 979-3000 - Telephone  
(214) 880-0011 - Facsimile  
Charles A. Gall  
State Bar No. 07281500  
John C. Eichman  
State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**RETURN**

CAME TO HAND ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, AT \_\_\_\_\_ O'CLOCK  
\_\_\_\_.M. AND EXECUTED (NOT EXECUTED) ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, BY  
DELIVERING TO **WILLIAM E. DEUPREE**, A TRUE COPY OF THIS SUBPOENA UPON  
WHICH I ENDORSED THE DATE OF DELIVERY. CAUSE OF FAILURE TO EXECUTE THIS  
SUBPOENA IS \_\_\_\_\_

TOTAL FEES: \$ \_\_\_\_\_

\_\_\_\_\_  
HARRIS COUNTY, TEXAS

BY: \_\_\_\_\_

**NON-PEACE OFFICER VERIFICATION**

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
Notary Public, State of Texas

**AFFIDAVIT  
ATTACHED**

# **RETURN OF SERVICE**

State of Texas

County of Bexar

225th District Court

Case Number: 2010-CI-10977 Court Date: 8/6/2014 10:00 am

Plaintiff:

**John K. Meyer, Et Al**

vs.

Defendant:

**JPMorgan Chase Bank, N.A. Individually/Corporately and as Trustee  
of the South Texas Syndicate Trust and Gary P. Aymes**

Received these papers on the 11th day of July, 2014 at 9:00 am to be served on **Laredo Energy Iv, L.P. c/o William E. Deupree, 1600 Smith, Suite 4250, Houston, Harris County, TX 77002**

I, Andrew Espinoza, do hereby affirm that on the 17th day of July, 2014 at 10:00 am, I:

delivered to an **AUTHORIZED** person a true copy of the **Deposition Subpoena Duces Tecum to Produce Documents with Notice of Intention to Take Deposition by Written Questions and \$11.00 Witness Fee** with the date of service endorsed thereon by me, to: **William E Deupree as Authorized** at the address of: **1600 Smith, Suite 4250, Houston, Harris County, TX 77002**, who stated they are authorized to accept service for **Laredo Energy Iv, L.P.**, and informed said person of the contents therein, in compliance with state statutes.

I am a private process server authorized by the Supreme Court of Texas. I am over the age of twenty one, not a party to nor interested in the outcome of this lawsuit. I am capable of making this Affidavit, and fully competent to testify to the matters stated herein. I have personal knowledge of each of the matters stated herein and the statements made in this Affidavit are true and correct.



---

**Andrew Espinoza**  
SCH 454, EXP 09/2014

Our Job Serial Number: ESA-2014001009

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

**NOTICE OF INTENTION TO TAKE DEPOSITION BY WRITTEN QUESTIONS  
WITH DUCES TECUM**

Defendant JPMORGAN CHASE BANK, N.A. INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST will take a deposition by written questions of the Custodian of Records for LAREDO ENERGY IV, L.P., at the following date, time, and place:

Date:           **August 6, 2014**  
Time:           **10:00 a.m.**  
Place:          **LAREDO ENERGY IV, L.P.**  
                  **1600 Smith, Suite 4250**  
                  **Houston, Texas 77002**

Notice is further given that the witness shall produce at the deposition for inspection and photocopying the documents and records listed and described on the attached Exhibit "A."

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams  
Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060



**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700

Dallas, Texas 75202

(214) 979-3000 - Telephone

(214) 880-0011 – Facsimile

Charles A. Gall

State Bar No. 07281500

John C. Eichman

State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of this deposition notice was served upon the following, in the manner indicated, on July 10, 2014:

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

Mr. Fred W. Stumpf  
GLAST, PHILLIPS & MURRAY  
Nine Greenway Plaza, Suite 3100  
Houston, Texas 77046

**VIA ELECTRONIC SERVICE**

*s/David Jed Williams*  
David Jed Williams

JOHN K. MEYER, ET. AL.

VS.

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

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IN THE DISTRICT COURT

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**DEPOSITION ON WRITTEN QUESTIONS PROPOUNED UPON THE WITNESS,  
CUSTODIAN OF RECORDS FOR LAREDO ENERGY IV, L.P.**

1. Please state your full name, business address, and official title.

**ANSWER:**

---

---

2. Did you receive a subpoena for the production of the documents and records listed and described on Exhibit "A" attached to these questions?

**ANSWER:**

---

3. Have these documents and records been produced for this deposition, bates numbered, and delivered to the officer taking this deposition?

**ANSWER:**

---

4. Are you the custodian of these documents or records for **LAREDO ENERGY IV, L.P.**?

**ANSWER:**

---

5. What is the Bates number range for the documents and records produced for this deposition?

**ANSWER:**

---

6. Are the documents and records produced for this deposition originals or photocopies of the original documents?

**ANSWER:**

\_\_\_\_\_

7. Are the documents and records produced for this deposition memoranda, reports, records or data compilations of acts, events, or conditions made at or near the time by or from information transmitted by, a person with knowledge?

**ANSWER:**

\_\_\_\_\_

8. Are these documents and records kept in the course of a regularly conducted business activity of **LAREDO ENERGY IV, L.P.?**

**ANSWER:**

\_\_\_\_\_

9. Was it the regular practice of the business activity of **LAREDO ENERGY IV, L.P.**, to make the memorandum, report, record or data compilation reflected in these documents and records?

**ANSWER:**

\_\_\_\_\_

\_\_\_\_\_  
WITNESS, CUSTODIAN OF RECORDS FOR  
**LAREDO ENERGY IV, L.P.**

I \_\_\_\_\_, a Notary Public in and for the State of Texas, do hereby certify that the forgoing answers of the witness were made by the said witness and sworn to and subscribed before me.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**

Please produce the following documents relating to the leases described below:

- The executed leases;
- Any option agreements, letters of intent to lease or side agreements relative to the leases;
- Any agreements relative to amendment, modification or extension of the leases;
- Any lease data sheets relative to the lease;
- Sufficient documents to identify the bonus paid for the lease (total bonus and bonus per net mineral acre);
- Any Lease Purchase Report ("LPR") and;
- Any receipt or paid draft relative to the leases

- 
1. Memorandum of Lease, dated 8/1/2008 from Robert H. Summers, as Grantor, to LAREDO ENERGY IV, L.P., as Grantee, recorded in Volume 2657 Page 524 Oil and Gas Lease Records Webb County, Texas, comprising 9,783.57 acres of land, more or less, in such county.
  2. Memorandum of Lease, dated 8/18/2008 from Falcon International Bank, Trustee, as Grantor, to LAREDO ENERGY IV, L.P., as Grantee, recorded in Volume 2634 Page 568 Oil and Gas Lease Records Webb County, Texas, comprising 6,132.06 acres of land, more or less, in such county.
  3. Memorandum of Lease, dated 12/4/2008 from G B Minerals, Ltd., as Grantor, to LAREDO ENERGY IV, L.P., as Grantee, recorded in Volume 2685 Page 616 Oil and Gas Lease Records Webb County, Texas, comprising 11,503.90 acres of land, more or less, in such county.



CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.

§  
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§

IN THE DISTRICT COURT

VS.

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

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

CRT

**DEPOSITION SUBPOENA DUCES TECUM TO PRODUCE DOCUMENTS  
ISSUED IN THE NAME OF THE STATE OF TEXAS**

**TO ANY PEACE OFFICER, CONSTABLE OF THE STATE OF TEXAS OR OTHER  
PERSON DULY AUTHORIZED TO SERVE OR EXECUTE SUBPOENA**

This Subpoena is directed to:

**CUSTODIAN OF RECORDS FOR:**

**NEW SOUTH MINERALS INC.  
c/o David M. Drinkard  
350 N. Sam Houston Pkwy East, Suite 205  
Houston, Texas 77060**

*Donna Kay McKinney*

DEPUTY

2014 JUL 28 PM 2:15

FILED  
DONNA KAY MCKINNEY  
DISTRICT CLERK  
BEXAR COUNTY

This Subpoena directs the Custodian of Records for NEW SOUTH MINERALS INC., to appear at 10:00 a.m. on August 4, 2014, before a notary public at the following location:

**350 N. Sam Houston Pkwy East, Suite 205  
Houston, Texas 77060**

and answer under oath written questions to be propounded by counsel for Defendant and to produce for inspection and photocopying the documents and records described on Exhibit "A" attached to the Notice Duces Tecum of Intent to Take Deposition by Written Questions served with and attached to this Subpoena.

This Subpoena is issued at the instance and request of Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust. The attorneys of record for Defendant are: Patrick K. Sheehan and David Jed Williams, Hornberger Sheehan Fuller & Garza Incorporated, The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, Texas 78209.

**THIS SUBPOENA IS ISSUED UNDER TEXAS RULE OF CIVIL PROCEDURE 176. RULE 176.8(a) STATES: FAILURE BY ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED UPON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS**

**ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.**

This Subpoena is issued by David Jed Williams, attorney for Defendant, on behalf of Defendant.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams

Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700  
Dallas, Texas 75202  
(214) 979-3000 - Telephone  
(214) 880-0011 - Facsimile  
Charles A. Gall  
State Bar No. 07281500  
John C. Eichman  
State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**RETURN**

CAME TO HAND ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, AT \_\_\_\_\_ O'CLOCK  
\_\_\_\_.M. AND EXECUTED (NOT EXECUTED) ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, BY  
DELIVERING TO **DAVID M. DRINKARD**, A TRUE COPY OF THIS SUBPOENA UPON  
WHICH I ENDORSED THE DATE OF DELIVERY. CAUSE OF FAILURE TO EXECUTE THIS  
SUBPOENA IS \_\_\_\_\_.

TOTAL FEES: \$ \_\_\_\_\_

\_\_\_\_\_  
HARRIS COUNTY, TEXAS

BY: \_\_\_\_\_

**NON-PEACE OFFICER VERIFICATION**

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
Notary Public, State of Texas

**AFFIDAVIT  
ATTACHED**



# RETURN OF SERVICE

State of Texas

County of Bexar

225th District Court

Case Number: 2010-CI-10977 Court Date: 8/4/2014 10:00 am

Plaintiff:

**John K. Meyer, Et Al**

vs.

Defendant:

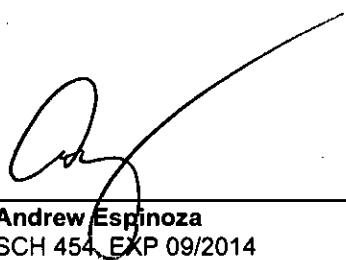
**JPMorgan Chase Bank, N.A. Individually/Corporately and as Trustee  
of the South Texas Syndicate Trust and Gary P. Aymes**

Received these papers on the 9th day of July, 2014 at 9:07 am to be served on **New South Minerals, Inc c/o David M. Drinkard, 350 N. Sam Houston Pkwy East, Suite 205, Houston, Harris County, TX 77060**

I, Andrew Espinoza, do hereby affirm that on the **22nd day of July, 2014 at 10:00 am, I:**

delivered to an **AUTHORIZED** person a true copy of the **Deposition Subpoena Duces Tecum to Produce Documents with Notice of Intention to Take Deposition by Written Questions with Duces Tecum and \$11.00 Witness Fee** with the date of service endorsed thereon by me, to: **David M Drinkard as Authorized** at the address of: **350 N. Sam Houston Pkwy East, Suite 205, Houston, Harris County, TX 77060** who stated they are authorized to accept service for **New South Minerals, Inc**, and informed said person of the contents therein, in compliance with state statutes.

I am a private process server authorized by the Supreme Court of Texas. I am over the age of twenty one, not a party to nor interested in the outcome of this lawsuit. I am capable of making this Affidavit, and fully competent to testify to the matters stated herein. I have personal knowledge of each of the matters stated herein and the statements made in this Affidavit are true and correct.



---

**Andrew Espinoza**  
SCH 454, EXP 09/2014

Our Job Serial Number: ESA-2014000998

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

**NOTICE OF INTENTION TO TAKE DEPOSITION BY WRITTEN QUESTIONS WITH DUCES TECUM**

Defendant JPMORGAN CHASE BANK, N.A. INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST will take a deposition by written questions of the Custodian of Records for **NEW SOUTH MINERALS INC.**, at the following date, time, and place:

Date: **August 4, 2014**

Time: **10:00 a.m.**

Place: **NEW SOUTH MINERALS INC.  
350 N. Sam Houston Pkwy East, Suite 205  
Houston, Texas 77060**

Notice is further given that the witness shall produce at the deposition for inspection and photocopying the documents and records listed and described on the attached Exhibit "A."

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**  
The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams  
Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700

Dallas, Texas 75202

(214) 979-3000 - Telephone

(214) 880-0011 – Facsimile

Charles A. Gall

State Bar No. 07281500

John C. Eichman

State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of this deposition notice was served upon the following, in the manner indicated, on July 8, 2014:

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

**VIA EMAIL**

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

**VIA EMAIL**

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

**VIA EMAIL**

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

**VIA EMAIL**

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

**VIA EMAIL**

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

**VIA EMAIL**

Mr. Fred W. Stumpf  
GLAST, PHILLIPS & MURRAY  
Nine Greenway Plaza, Suite 3100  
Houston, Texas 77046

**VIA EMAIL**

*s/David Jed Williams*  
David Jed Williams

JOHN K. MEYER, ET. AL.

VS.

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

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IN THE DISTRICT COURT

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**DEPOSITION ON WRITTEN QUESTIONS PROPOUNED UPON THE WITNESS,  
CUSTODIAN OF RECORDS FOR NEW SOUTH MINERALS INC.**

1. Please state your full name, business address, and official title.

**ANSWER:**

---

---

2. Did you receive a subpoena for the production of the documents and records listed and described on Exhibit "A" attached to these questions?

**ANSWER:**

---

3. Have these documents and records been produced for this deposition, bates numbered, and delivered to the officer taking this deposition?

**ANSWER:**

---

4. Are you the custodian of these documents or records for **NEW SOUTH MINERALS INC.?**

**ANSWER:**

---

5. What is the Bates number range for the documents and records produced for this deposition?

**ANSWER:**

---

6. Are the documents and records produced for this deposition originals or photocopies of the original documents?

**ANSWER:**

\_\_\_\_\_

7. Are the documents and records produced for this deposition memoranda, reports, records or data compilations of acts, events, or conditions made at or near the time by or from information transmitted by, a person with knowledge?

**ANSWER:**

\_\_\_\_\_

8. Are these documents and records kept in the course of a regularly conducted business activity of **NEW SOUTH MINERALS INC.?**

**ANSWER:**

\_\_\_\_\_

9. Was it the regular practice of the business activity of **NEW SOUTH MINERALS INC.**, to make the memorandum, report, record or data compilation reflected in these documents and records?

**ANSWER:**

\_\_\_\_\_

\_\_\_\_\_  
WITNESS, CUSTODIAN OF RECORDS FOR  
NEW SOUTH MINERALS INC.

I \_\_\_\_\_, a Notary Public in and for the State of Texas, do hereby certify that the forgoing answers of the witness were made by the said witness and sworn to and subscribed before me.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**

Please produce the following documents relating to the leases described below:

- The executed leases;
- Any option agreements, letters of intent to lease or side agreements relative to the leases;
- Any agreements relative to amendment, modification or extension of the leases;
- Any lease data sheets relative to the lease;
- Sufficient documents to identify the bonus paid for the lease (total bonus and bonus per net mineral acre);
- Any Lease Purchase Report ("LPR") and;
- Any receipt or paid draft relative to the leases

- 
1. Lease, dated 9/9/2009 from Ann Campbell Etchell, Trustee, as Grantor, to NEW SOUTH MINERALS INC., as Grantee, recorded in Volume 2822 Page 632 Oil and Gas Lease Records Webb County, Texas, comprising 6,596.72 acres of land, more or less, in such county.

CAUSE NO. 2010-CI-10977

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

CRT

**DEPOSITION SUBPOENA DUCES TECUM TO PRODUCE DOCUMENTS  
ISSUED IN THE NAME OF THE STATE OF TEXAS**

**TO ANY PEACE OFFICER, CONSTABLE OF THE STATE OF TEXAS OR OTHER  
PERSON DULY AUTHORIZED TO SERVE OR EXECUTE SUBPOENAS:**

This Subpoena is directed to:

**CUSTODIAN OF RECORDS FOR:**

**TEXAS CRUDE ENERGY INC.  
c/o Kane C. Weiner  
2803 Buffalo Speedway  
Houston, Texas 77098**

This Subpoena directs the Custodian of Records for TEXAS CRUDE ENERGY INC., to appear at 10:00 a.m. on August 4, 2014, before a notary public at the following location:

**2803 Buffalo Speedway  
Houston, Texas 77098**

FILED  
DONNA KAY MCKINNEY  
DISTRICT CLERK  
BEXAR COUNTY

2014 JUL 28 PM 2:15

BY *Arthur Hernandez* DEPUTY

and answer under oath written questions to be propounded by counsel for Defendant and to produce for inspection and photocopying the documents and records described on Exhibit "A" attached to the Notice Duces Tecum of Intent to Take Deposition by Written Questions served with and attached to this Subpoena.

This Subpoena is issued at the instance and request of Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust. The attorneys of record for Defendant are: Patrick K. Sheehan and David Jed Williams, Hornberger Sheehan Fuller & Garza Incorporated, The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, Texas 78209.

**THIS SUBPOENA IS ISSUED UNDER TEXAS RULE OF CIVIL PROCEDURE 176. RULE 176.8(a) STATES: FAILURE BY ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED UPON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS**



**ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.**

This Subpoena is issued by David Jed Williams, attorney for Defendant, on behalf of Defendant.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams

Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700  
Dallas, Texas 75202  
(214) 979-3000 - Telephone  
(214) 880-0011 - Facsimile  
Charles A. Gall  
State Bar No. 07281500  
John C. Eichman  
State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**RETURN**

CAME TO HAND ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, AT \_\_\_\_\_ O'CLOCK  
\_\_\_\_.M. AND EXECUTED (NOT EXECUTED) ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, BY  
DELIVERING TO KANE C. WEINER, A TRUE COPY OF THIS SUBPOENA UPON WHICH I  
ENDORSED THE DATE OF DELIVERY. CAUSE OF FAILURE TO EXECUTE THIS  
SUBPOENA IS \_\_\_\_\_

TOTAL FEES: \$ \_\_\_\_\_

\_\_\_\_\_  
HARRIS COUNTY, TEXAS

BY: \_\_\_\_\_

**NON-PEACE OFFICER VERIFICATION**

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
Notary Public, State of Texas

**AFFIDAVIT  
ATTACHED**

## RETURN OF SERVICE

State of Texas

County of Bexar

225th District Court

Case Number: 2010-CI-10977 Court Date: 8/4/2014 10:00 am

Plaintiff:

**John K. Meyer, Et Al**

vs.

Defendant:

**JPMorgan Chase Bank, N.A. Individually/Corporately and as Trustee  
of the South Texas Syndicate Trust and Gary P. Aymes**

Received these papers on the 9th day of July, 2014 at 9:07 am to be served on **Texas Crude Energy, Inc c/o Kane C. Weiner, 2803 Buffalo Speedway, Houston, Harris County, TX 77098**

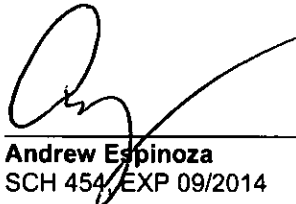
I, Andrew Espinoza, do hereby affirm that on the **18th day of July, 2014 at 1:28 pm, I:**

delivered to an **AUTHORIZED** person a true copy of the **Deposition Subpoena Duces Tecum to Produce Documents with Notice of Intention to Take Deposition by Written Questions with Duces Tecum and \$11.00 Witness Fee** with the date of service endorsed thereon by me, to: **Vicki Sterquell as Authorized Personal Assistant** at the address of: **2803 Buffalo Speedway, Houston, Harris County, TX 77098**, who stated they are authorized to accept service for **Texas Crude Energy, Inc**, and informed said person of the contents therein, in compliance with state statutes.

**Additional Information pertaining to this Service:**

7/18/2014 1:28 pm As per Vicki Sterquell, stated that she is authorized to accept on behalf of Mr. Weiner as he rarely, if ever, steps into the office.

I am a private process server authorized by the Supreme Court of Texas. I am over the age of twenty one, not a party to nor interested in the outcome of this lawsuit. I am capable of making this Affidavit, and fully competent to testify to the matters stated herein. I have personal knowledge of each of the matters stated herein and the statements made in this Affidavit are true and correct.



---

**Andrew Espinoza**  
SCH 454 EXP 09/2014

Our Job Serial Number: ESA-2014000997

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

**NOTICE OF INTENTION TO TAKE DEPOSITION BY WRITTEN QUESTIONS  
WITH DUCES TECUM**

Defendant JPMORGAN CHASE BANK, N.A. INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST will take a deposition by written questions of the Custodian of Records for **TEXAS CRUDE ENERGY INC.**, at the following date, time, and place:

Date: **August 4, 2014**  
Time: **10:00 a.m.**  
Place: **TEXAS CRUDE ENERGY INC.  
2803 Buffalo Speedway  
Houston, Texas 77098**

Notice is further given that the witness shall produce at the deposition for inspection and photocopying the documents and records listed and described on the attached Exhibit "A."

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams  
Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700

Dallas, Texas 75202

(214) 979-3000 - Telephone

(214) 880-0011 – Facsimile

Charles A. Gall

State Bar No. 07281500

John C. Eichman

State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of this deposition notice was served upon the following, in the manner indicated, on July 8, 2014:

Mr. George Spencer, Jr. **VIA EMAIL**  
Mr. Robert Rosenbach  
CLEMENS & SPENCER  
112 East Pecan St., Suite 1300  
San Antonio, Texas 78205

Mr. James L. Drought **VIA EMAIL**  
Mr. Ian Bolden  
DROUGHT DROUGHT & BOBBITT, LLP  
112 East Pecan St., Suite 2900  
San Antonio, Texas 78205

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

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

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

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

Mr. Fred W. Stumpf **VIA EMAIL**  
GLAST, PHILLIPS & MURRAY  
Nine Greenway Plaza, Suite 3100  
Houston, Texas 77046

*s/David Jed Williams*  
David Jed Williams

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

**DEPOSITION ON WRITTEN QUESTIONS PROPOUNED UPON THE WITNESS,  
CUSTODIAN OF RECORDS FOR TEXAS CRUDE ENERGY INC.**

1. Please state your full name, business address, and official title.

**ANSWER:**

---

---

2. Did you receive a subpoena for the production of the documents and records listed and described on Exhibit "A" attached to these questions?

**ANSWER:**

---

3. Have these documents and records been produced for this deposition, bates numbered, and delivered to the officer taking this deposition?

**ANSWER:**

---

4. Are you the custodian of these documents or records for **TEXAS CRUDE ENERGY INC.?**

**ANSWER:**

---

5. What is the Bates number range for the documents and records produced for this deposition?

**ANSWER:**

---

6. Are the documents and records produced for this deposition originals or photocopies of the original documents?

**ANSWER:**

---

7. Are the documents and records produced for this deposition memoranda, reports, records or data compilations of acts, events, or conditions made at or near the time by or from information transmitted by, a person with knowledge?

**ANSWER:**

---

8. Are these documents and records kept in the course of a regularly conducted business activity of **TEXAS CRUDE ENERGY INC.?**

**ANSWER:**

---

9. Was it the regular practice of the business activity of **TEXAS CRUDE ENERGY INC.**, to make the memorandum, report, record or data compilation reflected in these documents and records?

**ANSWER:**

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WITNESS, CUSTODIAN OF RECORDS FOR  
**TEXAS CRUDE ENERGY INC.**

I \_\_\_\_\_, a Notary Public in and for the State of Texas, do hereby certify that the forgoing answers of the witness were made by the said witness and sworn to and subscribed before me.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS \_\_\_\_ day of \_\_\_\_\_, 2014.

---

Notary Public, State of Texas



**EXHIBIT "A"**

Please produce the following documents relating to the leases described below:

- The executed leases;
- Any option agreements, letters of intent to lease or side agreements relative to the leases;
- Any agreements relative to amendment, modification or extension of the leases;
- Any lease data sheets relative to the lease;
- Sufficient documents to identify the bonus paid for the lease (total bonus and bonus per net mineral acre);
- Any Lease Purchase Report ("LPR") and;
- Any receipt or paid draft relative to the leases

- 
1. Memorandum of Lease, dated 9/15/2007 from Melba Jo Parrott, as Grantor, to TEXAS CRUDE ENERGY INC., as Grantee, recorded in Volume 105 Page 577 Oil and Gas Lease Records Live Oak County, Texas, comprising 5,704.85 acres of land, more or less, in such county.
  2. Memorandum of Lease, dated 9/7/2007 from 1893 Oil & Gas, Ltd., as Grantor, to TEXAS CRUDE ENERGY INC., as Grantee, recorded in Volume 105 Page 570 Oil and Gas Lease Records Live Oak County, Texas, comprising 5,611.45 acres of land, more or less, in such county.



CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.

VS.

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

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IN THE DISTRICT COURT

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

2014 JUL 24 PM 4:12

FILED  
DONNA KAY MCKINNEY  
DISTRICT CLERK  
BEXAR COUNTY

**DEPOSITION SUBPOENA DUCES TECUM TO PRODUCE DOCUMENTS  
ISSUED IN THE NAME OF THE STATE OF TEXAS**

**TO ANY PEACE OFFICER, CONSTABLE OF THE STATE OF TEXAS OR OTHER  
PERSON DULY AUTHORIZED TO SERVE OR EXECUTE SUBPOENAS:**

This Subpoena is directed to:

**CUSTODIAN OF RECORDS FOR:**

**EOG RESOURCES INC.**

**c/o CT Corporation  
1999 Bryan Street, Suite 900  
Dallas, Texas 75201-3136**

This Subpoena directs the Custodian of Records for EOG RESOURCES INC., to appear at 10:00 a.m. on July 31, 2014, before a notary public at the following location:

**1111 Bagby Street  
Houston, Texas 77002**

and answer under oath written questions to be propounded by counsel for Defendant and to produce for inspection and photocopying the documents and records described on Exhibit "A" attached to the Notice Duces Tecum of Intent to Take Deposition by Written Questions served with and attached to this Subpoena.

This Subpoena is issued at the instance and request of Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust. The attorneys of record for Defendant are: Patrick K. Sheehan and David Jed Williams, Hornberger Sheehan Fuller & Garza Incorporated, The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, Texas 78209.

**THIS SUBPOENA IS ISSUED UNDER TEXAS RULE OF CIVIL PROCEDURE 176. RULE 176.8(a)  
STATES: FAILURE BY ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED**

UPON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.

This Subpoena is issued by David Jed Williams, attorney for Defendant, on behalf of Defendant.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams

Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700  
Dallas, Texas 75202  
(214) 979-3000 - Telephone  
(214) 880-0011 - Facsimile  
Charles A. Gall  
State Bar No. 07281500  
John C. Eichman  
State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**RETURN**

CAME TO HAND ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, AT \_\_\_\_\_ O'CLOCK  
\_\_\_\_.M. AND EXECUTED (NOT EXECUTED) ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, BY  
DELIVERING TO CT CORPORATION, A TRUE COPY OF THIS SUBPOENA UPON WHICH  
I ENDORSED THE DATE OF DELIVERY. CAUSE OF FAILURE TO EXECUTE THIS  
SUBPOENA IS \_\_\_\_\_.

TOTAL FEES: \$ \_\_\_\_\_

\_\_\_\_\_  
DALLAS COUNTY, TEXAS

BY: \_\_\_\_\_

**NON-PEACE OFFICER VERIFICATION**

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
Notary Public, State of Texas

**AFFIDAVIT  
ATTACHED**

JOHN K. MEYER, ET AL.

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IN THE DISTRICT COURT

V.

225TH 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

**RETURN OF SERVICE**

Came to Hand: July 9, 2014 at 8:52 o'clock A.M.

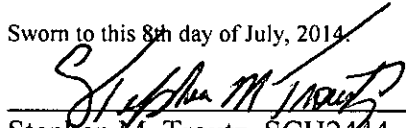
- Deposition Subpoena Duces Tecum to Produce Documents Issued In the Name of the State of Texas, Notice of Intention to Take Deposition by Written Questions with Duces Tecum, Deposition On Written Questions Propounded upon the Witness, Custodian of Records for EOG Resources, Inc. with Exhibit A

Executed on: July 7, 2014 at 2:35 o'clock P.M.

Executed at: 1999 Bryan St., Suite 900, Dallas, TX 75201 within the county of Dallas by delivering to EOG RESOURCES, INC. BY DELIVERING TO ITS REGISTERED AGENT CT CORPORATION SYSTEM BY DELIVERING TO TRACIE HOLLYWOOD, in person, a true copy of the above specified civil process having first endorsed on such copy the date of delivery.

I am over the age of (18) eighteen years, not a party to this case, nor am I related to, employed by, or otherwise connected to any party or any party's attorney in this case; and I have no interest in the outcome of the above numbered suit. I attest the foregoing instrument has been executed by me in this case pursuant to the Texas Rules of Civil Procedure and that I am of sound mind and have never been convicted of a felony or misdemeanor involving moral turpitude.

Sworn to this 8th day of July, 2014

  
Stephen M. Troutz, SCH2444, exp. 12/31/15

VERIFICATION

THE STATE OF TEXAS

Before me, a notary public, on this day personally appeared the above name authorized person, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct. Given under my hand and seal on this the 8th day of July 2014

  
Notary Public



CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.

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IN THE DISTRICT COURT

VS.

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

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**NOTICE OF INTENTION TO TAKE DEPOSITION BY WRITTEN QUESTIONS  
WITH DUCES TECUM**

Defendant JPMORGAN CHASE BANK, N.A. INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST will take a deposition by written questions of the Custodian of Records for EOG RESOURCES INC., at the following date, time, and place:

Date: **July 31, 2014**  
Time: **10:00 a.m.**  
Place: **EOG RESOURCES INC.  
1111 Bagby  
Houston, Texas 77002**

Notice is further given that the witness shall produce at the deposition for inspection and photocopying the documents and records listed and described on the attached Exhibit "A."

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams  
Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700

Dallas, Texas 75202

(214) 979-3000 - Telephone

(214) 880-0011 - Facsimile

Charles A. Gall

State Bar No. 07281500

John C. Eichman

State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of this deposition notice was served upon the following, in the manner indicated, on July 3, 2014:

Mr. George Spencer, Jr. **VIA EMAIL**  
Mr. Robert Rosenbach  
CLEMENS & SPENCER  
112 East Pecan St., Suite 1300  
San Antonio, Texas 78205

Mr. James L. Drought **VIA EMAIL**  
Mr. Ian Bolden  
DROUGHT DROUGHT & BOBBITT, LLP  
112 East Pecan St., Suite 2900  
San Antonio, Texas 78205

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

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

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

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

Mr. Fred W. Stumpf **VIA EMAIL**  
GLAST, PHILLIPS & MURRAY  
Nine Greenway Plaza, Suite 3100  
Houston, Texas 77046

*s/David Jed Williams*  
David Jed Williams



JOHN K. MEYER, ET. AL.

VS.

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

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IN THE DISTRICT COURT

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**DEPOSITION ON WRITTEN QUESTIONS PROPOUNED UPON THE WITNESS,  
CUSTODIAN OF RECORDS FOR EOG RESOURCES INC.**

1. Please state your full name, business address, and official title.

**ANSWER:**

---

---

2. Did you receive a subpoena for the production of the documents and records listed and described on Exhibit "A" attached to these questions?

**ANSWER:**

---

3. Have these documents and records been produced for this deposition, bates numbered, and delivered to the officer taking this deposition?

**ANSWER:**

---

4. Are you the custodian of these documents or records for EOG RESOURCES INC.?

**ANSWER:**

---

5. What is the Bates number range for the documents and records produced for this deposition?

**ANSWER:**

---

6. Are the documents and records produced for this deposition originals or photocopies of the original documents?

ANSWER:

---

7. Are the documents and records produced for this deposition memoranda, reports, records or data compilations of acts, events, or conditions made at or near the time by or from information transmitted by, a person with knowledge?

ANSWER:

---

8. Are these documents and records kept in the course of a regularly conducted business activity of **EOG RESOURCES INC.**?

ANSWER:

---

9. Was it the regular practice of the business activity of **EOG RESOURCES INC.**, to make the memorandum, report, record or data compilation reflected in these documents and records?

ANSWER:

---

\_\_\_\_\_  
WITNESS, CUSTODIAN OF RECORDS FOR  
**EOG RESOURCES INC.**

I \_\_\_\_\_, a Notary Public in and for the State of Texas, do hereby certify that the forgoing answers of the witness were made by the said witness and sworn to and subscribed before me.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS \_\_\_\_ day of \_\_\_\_\_, 2014.

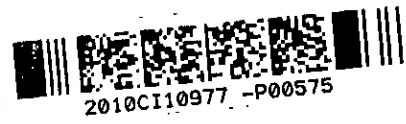
\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**

Please produce the following documents relating to the leases described below:

- The executed leases;
  - Any option agreements, letters of intent to lease or side agreements relative to the leases;
  - Any agreements relative to amendment, modification or extension of the leases;
  - Any lease data sheets relative to the lease;
  - Sufficient documents to identify the bonus paid for the lease (total bonus and bonus per net mineral acre);
  - Any Lease Purchase Report ("LPR") and;
  - Any receipt or paid draft relative to the leases
- 
1. Memorandum of Lease, dated 7/23/2009 from Alonzo Peeler Jr., et al., as Grantor, to EOG Resources Inc., as Grantee, recorded in Volume 106960 Oil and Gas Lease Records Atascosa County, Texas, comprising 7,546.36 acres of land, more or less, in such county.
  2. Memorandum of Lease, dated 7/23/2009 from Alonzo Peeler Jr., et al., as Grantor, to EOG Resources Inc., as Grantee, recorded in Volume 10961 Oil and Gas Lease Records Atascosa County, Texas, comprising 7,471.97 acres of land, more or less, in such county.
  3. Memorandum of Lease, dated 11/10/2009 from E L Ranch Family Partnership, as Grantor, to EOG Resources Inc., as Grantee, recorded in Volume 109349 Oil and Gas Lease Records Atascosa County, Texas, comprising 6,056.57 acres of land, more or less, in such county.
  4. Memorandum of Lease, dated 11/16/2009 from Donnell Minerals, L.P., as Grantor, to EOG Resources Inc., as Grantee, recorded in Volume 481 page 224 Oil and Gas Lease Records LaSalle County, Texas, comprising 10,225.40 acres of land, more or less, in such county.
  5. Memorandum of Lease, dated 11/27/2009 from Martindale Land and Cattle Company, Ltd., as Grantor, to EOG Resources Inc., as Grantee, recorded in Volume 496 page 462 Oil and Gas Lease Records LaSalle County, Texas, comprising 7,722.83 acres of land, more or less, in such county.
  6. Memorandum of Lease, dated 7/15/2009 from B. Naylor Morton Trust, as Grantor, to EOG Resources Inc., as Grantee, recorded in Volume 484 page 274 Oil and Gas Lease Records LaSalle County, Texas, comprising 37,000.00 acres of land, more or less, in such county.

7. Lease Amendment, dated 2/28/2008 from Broadway National Bank, as Grantor, to EOG Resources Inc., as Grantee, recorded in Volume 2571 page 467 Oil and Gas Lease Records Webb County, Texas, comprising 15,483.20 acres of land, more or less, in such county.



CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.

VS.

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

*Handwritten signature*  
CPT

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IN THE DISTRICT COURT

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

FILED KINNEY  
GENERAL CLERK  
DISTRICT CLERK  
BEXAR COUNTY  
2014 JUL 24 PM 4:11  
RECEIVED  
DEPOSITION

**DEPOSITION SUBPOENA DUCES TECUM TO PRODUCE DOCUMENTS  
ISSUED IN THE NAME OF THE STATE OF TEXAS**

**TO ANY PEACE OFFICER, CONSTABLE OF THE STATE OF TEXAS OR OTHER  
PERSON DULY AUTHORIZED TO SERVE OR EXECUTE SUBPOENAS:**

This Subpoena is directed to:

**CUSTODIAN OF RECORDS FOR:**

**PIONEER NATURAL RESOURCES USA, INC.  
c/o CT Corporation  
1999 Bryan Street, Suite 900  
Dallas, Texas 75201**

This Subpoena directs the Custodian of Records for PIONEER NATURAL RESOURCES USA, INC., to appear at 10:00 a.m. on August 8, 2014, before a notary public at the following location:

**5205 North O'Conner Blvd., Suite 200  
Irving, Texas 75039**

and answer under oath written questions to be propounded by counsel for Defendant and to produce for inspection and photocopying the documents and records described on Exhibit "A" attached to the Notice Duces Tecum of Intent to Take Deposition by Written Questions served with and attached to this Subpoena.

This Subpoena is issued at the instance and request of Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust. The attorneys of record for Defendant are: Patrick K. Sheehan and David Jed Williams, Hornberger Sheehan Fuller & Garza Incorporated, The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, Texas 78209.

**THIS SUBPOENA IS ISSUED UNDER TEXAS RULE OF CIVIL PROCEDURE 176. RULE 176.8(a) STATES: FAILURE BY ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED**

UPON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.

This Subpoena is issued by David Jed Williams, attorney for Defendant, on behalf of Defendant.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams

Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700  
Dallas, Texas 75202  
(214) 979-3000 - Telephone  
(214) 880-0011 -- Facsimile  
Charles A. Gall  
State Bar No. 07281500  
John C. Eichman  
State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**RETURN**

CAME TO HAND ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, AT \_\_\_\_\_ O'CLOCK  
\_\_\_\_.M. AND EXECUTED (NOT EXECUTED) ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, BY  
DELIVERING TO **CT CORPORATION**, A TRUE COPY OF THIS SUBPOENA UPON  
WHICH I ENDORSED THE DATE OF DELIVERY. CAUSE OF FAILURE TO EXECUTE THIS  
SUBPOENA IS \_\_\_\_\_.

TOTAL FEES: \$ \_\_\_\_\_

\_\_\_\_\_  
DALLAS COUNTY, TEXAS

BY: \_\_\_\_\_

**NON-PEACE OFFICER VERIFICATION**

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
Notary Public, State of Texas

**AFFIDAVIT  
ATTACHED**

JOHN K. MEYER, ET AL.

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IN THE DISTRICT COURT

V.

225TH 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

RETURN OF SERVICE

Came to Hand: July 13, 2014 at 7:45 o'clock P.M.

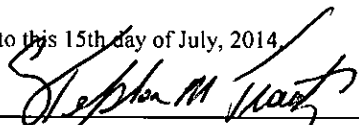
Deposition Subpoena Duces Tecum to Produce Documents Issued  
In the Name of the State of Texas, Notice of Intention to Take  
Deposition by Written Questions with Duces Tecum, Deposition  
On Written Questions Propounded upon the Witness, Custodian of  
Records for Pioneer Natural Resources USA, Inc. with Exhibit A

Executed on: July 14, 2014 at 1:45 o'clock P.M.

Executed at: 1999 Bryan St., Suite 900, Dallas, TX 75201 within the county of Dallas by  
delivering to PIONEER NATURAL RESOURCES USA, INC. BY DELIVERING TO ITS  
REGISTERED AGENT CT CORPORATION SYSTEM BY DELIVERING TO JENNIFER  
DUDDINGTON, in person, a true copy of the above specified civil process having first endorsed on  
such copy the date of delivery.

I am over the age of (18) eighteen years, not a party to this case, nor am I related to, employed by, or otherwise connected to any  
party or any party's attorney in this case; and I have no interest in the outcome of the above numbered suit. I attest the foregoing  
instrument has been executed by me in this case pursuant to the Texas Rules of Civil Procedure and that I am of sound mind and  
have never been convicted of a felony or misdemeanor involving moral turpitude.

Sworn to this 15th day of July, 2014.

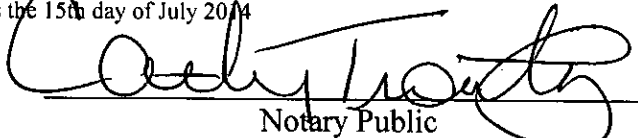
  
\_\_\_\_\_  
Stephen M. Troutz, SCH2444, exp. 12/31/15

VERIFICATION

THE STATE OF TEXAS

Before me, a notary public, on this day personally appeared the above name authorized person, known to me to be the person whose  
name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are  
true and correct. Given under my hand and seal on this the 15th day of July 2014



  
\_\_\_\_\_  
Notary Public



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

**NOTICE OF INTENTION TO TAKE DEPOSITION BY WRITTEN QUESTIONS  
WITH DUCES TECUM**

Defendant JPMORGAN CHASE BANK, N.A. INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST will take a deposition by written questions of the Custodian of Records for PIONEER NATURAL RESOURCES USA, INC., at the following date, time, and place:

Date:           **August 8, 2014**  
Time:           **10:00 a.m.**  
Place:           **PIONEER NATURAL RESOURCES USA, INC.  
5205 North O'Conner Blvd., Suite 200  
Irving, Texas 75039**

Notice is further given that the witness shall produce at the deposition for inspection and photocopying the documents and records listed and described on the attached Exhibit "A."

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams  
Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700

Dallas, Texas 75202

(214) 979-3000 - Telephone

(214) 880-0011 – Facsimile

Charles A. Gall

State Bar No. 07281500

John C. Eichman

State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of this deposition notice was served upon the following, in the manner indicated, on July 11, 2014:

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

Mr. Fred W. Stumpf  
GLAST, PHILLIPS & MURRAY  
Nine Greenway Plaza, Suite 3100  
Houston, Texas 77046

**VIA ELECTRONIC SERVICE**

*s/David Jed Williams*  
David Jed Williams

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

**DEPOSITION ON WRITTEN QUESTIONS PROPOUNED UPON THE WITNESS,  
CUSTODIAN OF RECORDS FOR PIONEER NATURAL RESOURCES USA, INC.**

1. Please state your full name, business address, and official title.

**ANSWER:**

---

2. Did you receive a subpoena for the production of the documents and records listed and described on Exhibit "A" attached to these questions?

**ANSWER:**

---

3. Have these documents and records been produced for this deposition, bates numbered, and delivered to the officer taking this deposition?

**ANSWER:**

---

4. Are you the custodian of these documents or records for **PIONEER NATURAL RESOURCES USA, INC.?**

**ANSWER:**

---

5. What is the Bates number range for the documents and records produced for this deposition?

**ANSWER:**

---

6. Are the documents and records produced for this deposition originals or photocopies of the original documents?

**ANSWER:**

\_\_\_\_\_

7. Are the documents and records produced for this deposition memoranda, reports, records or data compilations of acts, events, or conditions made at or near the time by or from information transmitted by, a person with knowledge?

**ANSWER:**

\_\_\_\_\_

8. Are these documents and records kept in the course of a regularly conducted business activity of **PIONEER NATURAL RESOURCES USA, INC.?**

**ANSWER:**

\_\_\_\_\_

9. Was it the regular practice of the business activity of **PIONEER NATURAL RESOURCES USA, INC.**, to make the memorandum, report, record or data compilation reflected in these documents and records?

**ANSWER:**

\_\_\_\_\_

\_\_\_\_\_  
WITNESS, CUSTODIAN OF RECORDS FOR  
**PIONEER NATURAL RESOURCES USA, INC.**

I \_\_\_\_\_, a Notary Public in and for the State of Texas, do hereby certify that the forgoing answers of the witness were made by the said witness and sworn to and subscribed before me.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Texas

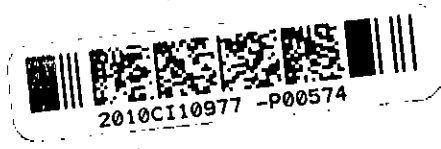
## EXHIBIT "A"

Please produce the following documents relating to the leases described below:

- The executed leases;
- Any option agreements, letters of intent to lease or side agreements relative to the leases;
- Any agreements relative to amendment, modification or extension of the leases;
- Any lease data sheets relative to the lease;
- Sufficient documents to identify the bonus paid for the lease (total bonus and bonus per net mineral acre);
- Any Lease Purchase Report ("LPR") and;
- Any receipt or paid draft relative to the leases

- 
1. Memorandum of Lease, dated 4/1/2007 from H. Harlan Bethune, as Grantor, to PIONEER NATURAL RESOURCES USA, INC., as Grantee, recorded in Volume 97 Page 217 Oil and Gas Lease Records Live Oak County, Texas, comprising 6,458.00 acres of land, more or less, in such county.
  2. Memorandum of Lease, dated 4/8/2007 from Lucila Hamilton, et al., as Grantor, to PIONEER NATURAL RESOURCES USA, INC., as Grantee, recorded in Volume 89 Page 553 Oil and Gas Lease Records Live Oak County, Texas, comprising 6,458.00 acres of land, more or less, in such county.

7-14-14  
ST  
10:25 AM



CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.

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IN THE DISTRICT COURT

VS.

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

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

RECEIVED  
BY DEPUTY

2014 JUL 24 PM 4:10

FILED  
KAY HERRIN  
DISTRICT CLERK  
BEXAR COUNTY

**DEPOSITION SUBPOENA DUCES TECUM TO PRODUCE DOCUMENTS  
ISSUED IN THE NAME OF THE STATE OF TEXAS**

**TO ANY PEACE OFFICER, CONSTABLE OF THE STATE OF TEXAS OR OTHER  
PERSON DULY AUTHORIZED TO SERVE OR EXECUTE SUBPOENAS:**

This Subpoena is directed to:

**CUSTODIAN OF RECORDS FOR:**

**JAMEX, INC.  
c/o Douglas W. Quebe  
2871 Lake Vista Drive, Suite 200  
Lewisville, Texas 75067**

This Subpoena directs the Custodian of Records for JAMEX, INC., to appear at **10:00 a.m. on August 8, 2014**, before a notary public at the following location:

**2871 Lake Vista Drive, Suite 200  
Lewisville, Texas 75067**

and answer under oath written questions to be propounded by counsel for Defendant and to produce for inspection and photocopying the documents and records described on Exhibit "A" attached to the Notice Duces Tecum of Intent to Take Deposition by Written Questions served with and attached to this Subpoena.

This Subpoena is issued at the instance and request of Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust. The attorneys of record for Defendant are: Patrick K. Sheehan and David Jed Williams, Hornberger Sheehan Fuller & Garza Incorporated, The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, Texas 78209.

**THIS SUBPOENA IS ISSUED UNDER TEXAS RULE OF CIVIL PROCEDURE 176. RULE 176.8(a) STATES: FAILURE BY ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED UPON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS**

**ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.**

This Subpoena is issued by David Jed Williams, attorney for Defendant, on behalf of Defendant.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams

Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700  
Dallas, Texas 75202  
(214) 979-3000 - Telephone  
(214) 880-0011 - Facsimile  
Charles A. Gall  
State Bar No. 07281500  
John C. Eichman  
State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**



**RETURN**

CAME TO HAND ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, AT \_\_\_\_\_ O'CLOCK  
\_\_\_\_.M. AND EXECUTED (NOT EXECUTED) ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, BY  
DELIVERING TO **DOUGLAS W. QUEBE**, A TRUE COPY OF THIS SUBPOENA UPON  
WHICH I ENDORSED THE DATE OF DELIVERY. CAUSE OF FAILURE TO EXECUTE THIS  
SUBPOENA IS \_\_\_\_\_.

TOTAL FEES: \$ \_\_\_\_\_

\_\_\_\_\_  
DENTON COUNTY, TEXAS

BY: \_\_\_\_\_

**NON-PEACE OFFICER VERIFICATION**

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

**AFFIDAVIT  
ATTACHED**

\_\_\_\_\_  
Notary Public, State of Texas

JOHN K. MEYER, ET AL.

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IN THE DISTRICT COURT

V.

225TH 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

RETURN OF SERVICE

Came to Hand: July 13, 2014 at 7:45 o'clock P.M.

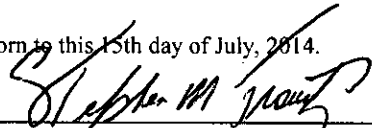
Deposition Subpoena Duces Tecum to Produce Documents Issued  
In the Name of the State of Texas, Notice of Intention to Take  
Deposition by Written Questions with Duces Tecum, Deposition  
On Written Questions Propounded upon the Witness, Custodian of  
Records for Jamex, Inc. with Exhibit A

Executed on: July 14, 2014 at 10:25 o'clock A.M.

Executed at: 2871 Lake Vista Dr., Suite 200, Lewisville, TX 75067 within the county of Denton  
by delivering to JAMEX, INC. BY DELIVERING TO ITS CUSTODIAN OF RECORDS  
DOUGLAS W. QUEBE, in person, a true copy of the above specified civil process having first  
endorsed on such copy the date of delivery.

I am over the age of (18) eighteen years, not a party to this case, nor am I related to, employed by, or otherwise connected to any  
party or any party's attorney in this case; and I have no interest in the outcome of the above numbered suit. I attest the foregoing  
instrument has been executed by me in this case pursuant to the Texas Rules of Civil Procedure and that I am of sound mind and  
have never been convicted of a felony or misdemeanor involving moral turpitude.

Sworn to this 15th day of July, 2014.

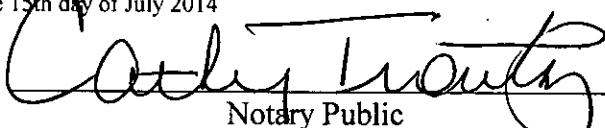
  
\_\_\_\_\_  
Stephen M. Troutz, SCH2444, exp. 12/31/15

VERIFICATION

THE STATE OF TEXAS

Before me, a notary public, on this day personally appeared the above name authorized person, known to me to be the person whose  
name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are  
true and correct. Given under my hand and seal on this the 15th day of July 2014



  
\_\_\_\_\_  
Cathy Troutz  
Notary Public

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

**NOTICE OF INTENTION TO TAKE DEPOSITION BY WRITTEN QUESTIONS  
WITH DUCES TECUM**

Defendant JPMORGAN CHASE BANK, N.A. INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST will take a deposition by written questions of the Custodian of Records for JAMEX, INC., at the following date, time, and place:

Date:           **August 8, 2014**  
Time:           **10:00 a.m.**  
Place:           **JAMEX, INC.**  
                  **2871 Lake Vista Drive, Suite 200**  
                  **Lewisville, Texas 75067**

Notice is further given that the witness shall produce at the deposition for inspection and photocopying the documents and records listed and described on the attached Exhibit "A."

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams  
Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700

Dallas, Texas 75202

(214) 979-3000 - Telephone

(214) 880-0011 – Facsimile

Charles A. Gall

State Bar No. 07281500

John C. Eichman

State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of this deposition notice was served upon the following, in the manner indicated, on July 11, 2014:

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

Mr. Fred W. Stumpf  
GLAST, PHILLIPS & MURRAY  
Nine Greenway Plaza, Suite 3100  
Houston, Texas 77046

**VIA ELECTRONIC SERVICE**

s/David Jed Williams  
David Jed Williams

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

**DEPOSITION ON WRITTEN QUESTIONS PROPOUNED UPON THE WITNESS,  
CUSTODIAN OF RECORDS FOR JAMEX, INC.**

1. Please state your full name, business address, and official title.

**ANSWER:**

---

---

2. Did you receive a subpoena for the production of the documents and records listed and described on Exhibit "A" attached to these questions?

**ANSWER:**

---

3. Have these documents and records been produced for this deposition, bates numbered, and delivered to the officer taking this deposition?

**ANSWER:**

---

4. Are you the custodian of these documents or records for JAMEX, INC.?

**ANSWER:**

---

5. What is the Bates number range for the documents and records produced for this deposition?

**ANSWER:**

---

6. Are the documents and records produced for this deposition originals or photocopies of the original documents?

**ANSWER:**

---

7. Are the documents and records produced for this deposition memoranda, reports, records or data compilations of acts, events, or conditions made at or near the time by or from information transmitted by, a person with knowledge?

**ANSWER:**

---

8. Are these documents and records kept in the course of a regularly conducted business activity of JAMEX, INC.?

**ANSWER:**

---

9. Was it the regular practice of the business activity of JAMEX, INC., to make the memorandum, report, record or data compilation reflected in these documents and records?

**ANSWER:**

---

---

WITNESS, CUSTODIAN OF RECORDS FOR  
JAMEX, INC.

I \_\_\_\_\_, a Notary Public in and for the State of Texas, do hereby certify that the forgoing answers of the witness were made by the said witness and sworn to and subscribed before me.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS \_\_\_\_ day of \_\_\_\_\_, 2014.

---

Notary Public, State of Texas

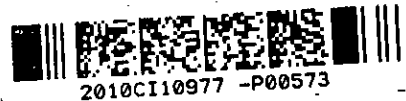
## EXHIBIT "A"

Please produce the following documents relating to the leases described below:

- The executed leases;
- Any option agreements, letters of intent to lease or side agreements relative to the leases;
- Any agreements relative to amendment, modification or extension of the leases;
- Any lease data sheets relative to the lease;
- Sufficient documents to identify the bonus paid for the lease (total bonus and bonus per net mineral acre);
- Any Lease Purchase Report ("LPR") and;
- Any receipt or paid draft relative to the leases

- 
1. Memorandum of Lease, dated 3/27/08 from L.F. Puig II, L.L.C., as Grantor, to JAMEX, INC., as Grantee, recorded in Volume 2562 Page 803 Oil and Gas Lease Records Webb County, Texas, comprising 5,320.11 acres of land, more or less, in such county.





CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.

VS.

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

*Handwritten signature*  
CPI

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IN THE DISTRICT COURT

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

*Handwritten signature*  
BY

2014 JUL 24 PM 4: 13

FILED  
DONNA KAY HEKINNEY  
DISTRICT CLERK  
BEXAR COUNTY

**DEPOSITION SUBPOENA DUCES TECUM TO PRODUCE DOCUMENTS  
ISSUED IN THE NAME OF THE STATE OF TEXAS**

**TO ANY PEACE OFFICER, CONSTABLE OF THE STATE OF TEXAS OR OTHER  
PERSON DULY AUTHORIZED TO SERVE OR EXECUTE SUBPOENAS:**

This Subpoena is directed to:

**CUSTODIAN OF RECORDS FOR:**

**LEGEND NATURAL GAS III, LP  
c/o CT Corporation  
1999 Bryan Street, Suite 900  
Dallas, Texas 75201**

This Subpoena directs the Custodian of Records for LEGEND NATURAL GAS III, LP, to appear at 10:00 a.m. on August 4, 2014, before a notary public at the following location:

**15021 Katy Freeway, Suite 200  
Houston, Texas 77094**

and answer under oath written questions to be propounded by counsel for Defendant and to produce for inspection and photocopying the documents and records described on Exhibit "A" attached to the Notice Duces Tecum of Intent to Take Deposition by Written Questions served with and attached to this Subpoena.

This Subpoena is issued at the instance and request of Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust. The attorneys of record for Defendant are: Patrick K. Sheehan and David Jed Williams, Hornberger Sheehan Fuller & Garza Incorporated, The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, Texas 78209.

**THIS SUBPOENA IS ISSUED UNDER TEXAS RULE OF CIVIL PROCEDURE 176. RULE 176.8(a) STATES: FAILURE BY ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED UPON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS**

**ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.**

This Subpoena is issued by David Jed Williams, attorney for Defendant, on behalf of Defendant.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams

Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700  
Dallas, Texas 75202  
(214) 979-3000 - Telephone  
(214) 880-0011 – Facsimile  
Charles A. Gall  
State Bar No. 07281500  
John C. Eichman  
State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**RETURN**

CAME TO HAND ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, AT \_\_\_\_\_ O'CLOCK  
\_\_\_\_.M. AND EXECUTED (NOT EXECUTED) ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, BY  
DELIVERING TO **CT CORPORATION**, A TRUE COPY OF THIS SUBPOENA UPON  
WHICH I ENDORSED THE DATE OF DELIVERY. CAUSE OF FAILURE TO EXECUTE THIS  
SUBPOENA IS \_\_\_\_\_

TOTAL FEES: \$ \_\_\_\_\_

\_\_\_\_\_  
DALLAS COUNTY, TEXAS

BY: \_\_\_\_\_

**NON-PEACE OFFICER VERIFICATION**

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
Notary Public, State of Texas

**AFFIDAVIT  
ATTACHED**

JOHN K. MEYER, ET AL.

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IN THE DISTRICT COURT

V.

225TH 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

**RETURN OF SERVICE**

Came to Hand: July 9, 2014 at 8:52 o'clock A.M.

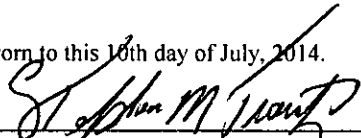
Deposition Subpoena Duces Tecum to Produce Documents Issued  
In the Name of the State of Texas, Notice of Intention to Take  
Deposition by Written Questions with Duces Tecum, Deposition  
On Written Questions Propounded upon the Witness, Custodian of  
Records for Legend Natural Gas III, LP with Exhibit A

Executed on: July 9, 2014 at 2:20 o'clock P.M.

Executed at: 1999 Bryan St., Suite 900, Dallas, TX 75201 within the county of Dallas by  
delivering to LEGEND NATURAL GAS III, LP. BY DELIVERING TO ITS REGISTERED  
AGENT CT CORPORATION SYSTEM BY DELIVERING TO MARIE GARCIA, in person, a  
true copy of the above specified civil process having first endorsed on such copy the date of  
delivery.

I am over the age of (18) eighteen years, not a party to this case, nor am I related to, employed by, or otherwise connected to any  
party or any party's attorney in this case; and I have no interest in the outcome of the above numbered suit. I attest the foregoing  
instrument has been executed by me in this case pursuant to the Texas Rules of Civil Procedure and that I am of sound mind and  
have never been convicted of a felony or misdemeanor involving moral turpitude.

Sworn to this 10th day of July, 2014.

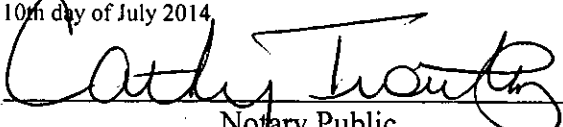
  
\_\_\_\_\_  
Stephen M. Troutz, SCH2444, exp. 12/31/15

VERIFICATION

THE STATE OF TEXAS

Before me, a notary public, on this day personally appeared the above name authorized person, known to me to be the person whose  
name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are  
true and correct. Given under my hand and seal on this the 10th day of July 2014.



  
\_\_\_\_\_  
Notary Public

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

**NOTICE OF INTENTION TO TAKE DEPOSITION BY WRITTEN QUESTIONS  
WITH DUCES TECUM**

Defendant JPMORGAN CHASE BANK, N.A. INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST will take a deposition by written questions of the Custodian of Records for **LEGEND NATURAL GAS III, LP**, at the following date, time, and place:

Date:           **August 4, 2014**  
  
Time:           **10:00 a.m.**  
  
Place:          **LEGEND NATURAL GAS III, LP  
15021 Katy Freeway, Suite 200  
Houston, Texas 77094**

Notice is further given that the witness shall produce at the deposition for inspection and photocopying the documents and records listed and described on the attached Exhibit "A."

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams  
Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700  
Dallas, Texas 75202

(214) 979-3000 - Telephone

(214) 880-0011 - Facsimile

Charles A. Gall

State Bar No. 07281500

John C. Eichman

State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of this deposition notice was served upon the following, in the manner indicated, on July 8, 2014:

Mr. George Spencer, Jr. **VIA EMAIL**  
Mr. Robert Rosenbach  
CLEMENS & SPENCER  
112 East Pecan St., Suite 1300  
San Antonio, Texas 78205

Mr. James L. Drought **VIA EMAIL**  
Mr. Ian Bolden  
DROUGHT DROUGHT & BOBBITT, LLP  
112 East Pecan St., Suite 2900  
San Antonio, Texas 78205

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

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

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

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

Mr. Fred W. Stumpf **VIA EMAIL**  
GLAST, PHILLIPS & MURRAY  
Nine Greenway Plaza, Suite 3100  
Houston, Texas 77046

*s/David Jed Williams*  
David Jed Williams

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

**DEPOSITION ON WRITTEN QUESTIONS PROPOUNED UPON THE WITNESS,  
CUSTODIAN OF RECORDS FOR LEGEND NATURAL GAS III, LP**

1. Please state your full name, business address, and official title.

**ANSWER:**

---

---

2. Did you receive a subpoena for the production of the documents and records listed and described on Exhibit "A" attached to these questions?

**ANSWER:**

---

3. Have these documents and records been produced for this deposition, bates numbered, and delivered to the officer taking this deposition?

**ANSWER:**

---

4. Are you the custodian of these documents or records for **LEGEND NATURAL GAS III, LP**?

**ANSWER:**

---

5. What is the Bates number range for the documents and records produced for this deposition?

**ANSWER:**

---



6. Are the documents and records produced for this deposition originals or photocopies of the original documents?

**ANSWER:**

\_\_\_\_\_

7. Are the documents and records produced for this deposition memoranda, reports, records or data compilations of acts, events, or conditions made at or near the time by or from information transmitted by, a person with knowledge?

**ANSWER:**

\_\_\_\_\_

8. Are these documents and records kept in the course of a regularly conducted business activity of **LEGEND NATURAL GAS III, LP**?

**ANSWER:**

\_\_\_\_\_

9. Was it the regular practice of the business activity of **LEGEND NATURAL GAS III, LP**, to make the memorandum, report, record or data compilation reflected in these documents and records?

**ANSWER:**

\_\_\_\_\_

\_\_\_\_\_  
WITNESS, CUSTODIAN OF RECORDS FOR  
**LEGEND NATURAL GAS III, LP**

I \_\_\_\_\_, a Notary Public in and for the State of Texas, do hereby certify that the forgoing answers of the witness were made by the said witness and sworn to and subscribed before me.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**

Please produce the following documents relating to the leases described below:

- The executed leases;
  - Any option agreements, letters of intent to lease or side agreements relative to the leases;
  - Any agreements relative to amendment, modification or extension of the leases;
  - Any lease data sheets relative to the lease;
  - Sufficient documents to identify the bonus paid for the lease (total bonus and bonus per net mineral acre);
  - Any Lease Purchase Report ("LPR") and;
  - Any receipt or paid draft relative to the leases
- 
1. Lease, dated 10/6/2009 from Mary Elizabeth Semmes Waller, as Grantor, to LEGEND NATURAL GAS III, LP, as Grantee, recorded in Volume 2852 Page 268 Oil and Gas Lease Records Webb County, Texas, comprising 9,364.00 acres of land, more or less, in such county.



CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.

VS.

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

*Handwritten signature*  
§  
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§

IN THE DISTRICT COURT

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

*Handwritten signature*  
2014 JUL 24 PM 4:12  
DEPUTY  
FILED  
DONNA KAY HEKINNEY  
DISTRICT CLERK  
BEXAR COUNTY

**DEPOSITION SUBPOENA DUCES TECUM TO PRODUCE DOCUMENTS  
ISSUED IN THE NAME OF THE STATE OF TEXAS**

**TO ANY PEACE OFFICER, CONSTABLE OF THE STATE OF TEXAS OR OTHER  
PERSON DULY AUTHORIZED TO SERVE OR EXECUTE SUBPOENAS:**

This Subpoena is directed to:

**CUSTODIAN OF RECORDS FOR:**

**SMITH PRODUCTION INC.  
c/o CT Corporation  
1999 Bryan Street, Suite 900  
Dallas, Texas 75201**

This Subpoena directs the Custodian of Records for SMITH PRODUCTION INC., to appear at 10:00 a.m. on August 4, 2014, before a notary public at the following location:

**8708 Technology Forest Place, Suite 150  
The Woodlands, Texas 77381**

and answer under oath written questions to be propounded by counsel for Defendant and to produce for inspection and photocopying the documents and records described on Exhibit "A" attached to the Notice Duces Tecum of Intent to Take Deposition by Written Questions served with and attached to this Subpoena.

This Subpoena is issued at the instance and request of Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust. The attorneys of record for Defendant are: Patrick K. Sheehan and David Jed Williams, Hornberger Sheehan Fuller & Garza Incorporated, The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, Texas 78209.

**THIS SUBPOENA IS ISSUED UNDER TEXAS RULE OF CIVIL PROCEDURE 176. RULE 176.8(a) STATES: FAILURE BY ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED UPON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS**

**ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.**

This Subpoena is issued by David Jed Williams, attorney for Defendant, on behalf of Defendant.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams

Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700  
Dallas, Texas 75202  
(214) 979-3000 - Telephone  
(214) 880-0011 - Facsimile  
Charles A. Gall  
State Bar No. 07281500  
John C. Eichman  
State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**RETURN**

CAME TO HAND ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, AT \_\_\_\_\_ O'CLOCK  
\_\_\_\_.M. AND EXECUTED (NOT EXECUTED) ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, BY  
DELIVERING TO **CT CORPORATION**, A TRUE COPY OF THIS SUBPOENA UPON  
WHICH I ENDORSED THE DATE OF DELIVERY. CAUSE OF FAILURE TO EXECUTE THIS  
SUBPOENA IS \_\_\_\_\_.

TOTAL FEES: \$ \_\_\_\_\_

\_\_\_\_\_  
DALLAS COUNTY, TEXAS

BY: \_\_\_\_\_

**NON-PEACE OFFICER VERIFICATION**

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
Notary Public, State of Texas

**AFFIDAVIT  
ATTACHED**

JOHN K. MEYER, ET AL.

§  
§  
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§  
§

IN THE DISTRICT COURT

V.

225TH 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

RETURN OF SERVICE

Came to Hand: July 9, 2014 at 8:52 o'clock A.M.

- Deposition Subpoena Duces Tecum to Produce Documents Issued In the Name of the State of Texas, Notice of Intention to Take Deposition by Written Questions with Duces Tecum, Deposition On Written Questions Propounded upon the Witness, Custodian of Records for Smith Production Inc with Exhibit A

Executed on: July 9, 2014 at 2:20 o'clock P.M.

Executed at: 1999 Bryan St., Suite 900, Dallas, TX 75201 within the county of Dallas by delivering to SMITH PRODUCTION INC. BY DELIVERING TO ITS REGISTERED AGENT CT CORPORATION SYSTEM BY DELIVERING TO MARIE GARCIA in person, a true copy of the above specified civil process having first endorsed on such copy the date of delivery.

I am over the age of (18) eighteen years, not a party to this case, nor am I related to, employed by, or otherwise connected to any party or any party's attorney in this case; and I have no interest in the outcome of the above numbered suit. I attest the foregoing instrument has been executed by me in this case pursuant to the Texas Rules of Civil Procedure and that I am of sound mind and have never been convicted of a felony or misdemeanor involving moral turpitude.

Sworn to this 10th day of July, 2014.

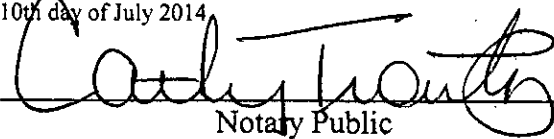
  
Stephen M. Troutz, SCH2444, exp. 12/31/15

VERIFICATION

THE STATE OF TEXAS

Before me, a notary public, on this day personally appeared the above name authorized person, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct. Given under my hand and seal on this the 10th day of July 2014.



  
Cathy Troutz  
Notary Public

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

**NOTICE OF INTENTION TO TAKE DEPOSITION BY WRITTEN QUESTIONS  
WITH DUCES TECUM**

Defendant JPMORGAN CHASE BANK, N.A. INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST will take a deposition by written questions of the Custodian of Records for SMITH PRODUCTION INC., at the following date, time, and place:

Date: August 4, 2014  
Time: 10:00 a.m.  
Place: SMITH PRODUCTION INC.  
8708 Technology Forest Place, Suite 150  
The Woodlands, Texas 77381

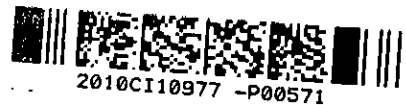
Notice is further given that the witness shall produce at the deposition for inspection and photocopying the documents and records listed and described on the attached Exhibit "A."

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams  
Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060



CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.

CRT

IN THE DISTRICT COURT

VS.

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

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

FILED  
DONNA KAY MCKINNEY  
DISTRICT CLERK  
BEXAR COUNTY  
2014 JUL 24 PM 4:12  
TOL  
DEPUTY

**DEPOSITION SUBPOENA DUCES TECUM TO PRODUCE DOCUMENTS  
ISSUED IN THE NAME OF THE STATE OF TEXAS**

**TO ANY PEACE OFFICER, CONSTABLE OF THE STATE OF TEXAS OR OTHER  
PERSON DULY AUTHORIZED TO SERVE OR EXECUTE SUBPOENAS:**

This Subpoena is directed to:

**CUSTODIAN OF RECORDS FOR:**

**ANADARKO E&P ONSHORE LLC f/k/a ANADARKO E&P CO., LP**

**c/o CT Corporation  
1999 Bryan Street, Suite 900  
Dallas, Texas 75201-3136**

This Subpoena directs the Custodian of Records for ANADARKO E&P ONSHORE LLC f/k/a ANADARKO E&P CO., LP, to appear at 10:00 a.m. on July 31, 2014, before a notary public at the following location:

**1201 Lake Robbins Drive  
The Woodlands, TX 77380**

and answer under oath written questions to be propounded by counsel for Defendant and to produce for inspection and photocopying the documents and records described on Exhibit "A" attached to the Notice Duces Tecum of Intent to Take Deposition by Written Questions served with and attached to this Subpoena.

This Subpoena is issued at the instance and request of Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust. The attorneys of record for Defendant are: Patrick K. Sheehan and David Jed Williams, Hornberger Sheehan Fuller & Garza Incorporated, The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, Texas 78209.



**THIS SUBPOENA IS ISSUED UNDER TEXAS RULE OF CIVIL PROCEDURE 176. RULE 176.8(a) STATES: FAILURE BY ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED UPON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.**

This Subpoena is issued by David Jed Williams, attorney for Defendant, on behalf of Defendant.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams

Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700  
Dallas, Texas 75202  
(214) 979-3000 - Telephone  
(214) 880-0011 - Facsimile  
Charles A. Gall  
State Bar No. 07281500  
John C. Eichman  
State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**RETURN**

CAME TO HAND ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, AT \_\_\_\_\_ O'CLOCK  
\_\_\_\_.M. AND EXECUTED (NOT EXECUTED) ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, BY  
DELIVERING TO CT CORPORATION A TRUE COPY OF THIS SUBPOENA UPON WHICH I  
ENDORSED THE DATE OF DELIVERY. CAUSE OF FAILURE TO EXECUTE THIS  
SUBPOENA IS \_\_\_\_\_.

TOTAL FEES: \$ \_\_\_\_\_

\_\_\_\_\_  
DALLAS COUNTY, TEXAS

BY: \_\_\_\_\_

**NON-PEACE OFFICER VERIFICATION**

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
Notary Public, State of Texas

**AFFIDAVIT  
ATTACHED**

JOHN K. MEYER, ET AL.

§  
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§

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

V.

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

RETURN OF SERVICE

Came to Hand: July 3, 2014 at 2:15 o'clock P.M.

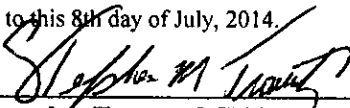
Deposition Subpoena Duces Tecum to Produce Documents Issued  
In the Name of the State of Texas, Notice of Intention to Take  
Deposition by Written Questions with Duces Tecum, Deposition  
On Written Questions Propounded upon the Witness, Custodian of  
Records for Anadarko E&P Onshore LLC f/k/a Anadarko E&P  
Co, LP with Exhibit A

Executed on: July 7, 2014 at 2:35 o'clock P.M.

Executed at: 1999 Bryan St., Suite 900, Dallas, TX 75201 within the county of Dallas by  
delivering to ANADARKO E&P ONSHORE LLC F/K/A ANADARKO E&P CO., LP BY  
DELIVEIRNG TO ITS REGISTERED AGENT CT CORPORATION SYSTEM BY  
DELIVERING TO TRACIE HOLLYWOOD, in person, a true copy of the above specified civil  
process having first endorsed on such copy the date of delivery.

I am over the age of (18) eighteen years, not a party to this case, nor am I related to, employed by, or otherwise connected to any  
party or any party's attorney in this case; and I have no interest in the outcome of the above numbered suit. I attest the foregoing  
instrument has been executed by me in this case pursuant to the Texas Rules of Civil Procedure and that I am of sound mind and  
have never been convicted of a felony or misdemeanor involving moral turpitude.

Sworn to this 8th day of July, 2014.

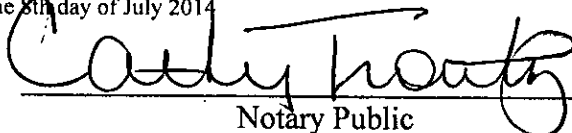
  
Stephen M. Troutz, SCH2464, exp. 12/31/15

VERIFICATION

THE STATE OF TEXAS

Before me, a notary public, on this day personally appeared the above name authorized person, known to me to be the person whose  
name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are  
true and correct. Given under my hand and seal on this the 8th day of July 2014



  
Cathy Troutz  
Notary Public

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

**NOTICE OF INTENTION TO TAKE DEPOSITION BY WRITTEN QUESTIONS WITH DUCES TECUM**

Defendant JPMORGAN CHASE BANK, N.A. INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST will take a deposition by written questions of the Custodian of Records for ANADARKO E&P ONSHORE LLC f/k/a ANADARKO E&P CO., LP, at the following date, time, and place:

Date:           **July 31, 2014**

Time:           **10:00 a.m.**

Place:           **ANADARKO E&P ONSHORE LLC**  
                      **1201 Lake Robbins Drive**  
                      **The Woodlands, TX 77380**

Notice is further given that the witness shall produce at the deposition for inspection and photocopying the documents and records listed and described on the attached Exhibit "A."

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**  
The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams  
Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700

Dallas, Texas 75202

(214) 979-3000 - Telephone

(214) 880-0011 - Facsimile

Charles A. Gall

State Bar No. 07281500

John C. Eichman

State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of this deposition notice was served upon the following, in the manner indicated, on July 3, 2014:

Mr. George Spencer, Jr. **VIA EMAIL**  
Mr. Robert Rosenbach  
CLEMENS & SPENCER  
112 East Pecan St., Suite 1300  
San Antonio, Texas 78205

Mr. James L. Drought **VIA EMAIL**  
Mr. Ian Bolden  
DROUGHT DROUGHT & BOBBITT, LLP  
112 East Pecan St., Suite 2900  
San Antonio, Texas 78205

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

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

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

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

Mr. Fred W. Stumpf **VIA EMAIL**  
GLAST, PHILLIPS & MURRAY  
Nine Greenway Plaza, Suite 3100  
Houston, Texas 77046

*s/David Jed Williams*  
David Jed Williams

JOHN K. MEYER, ET. AL.

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IN THE DISTRICT COURT

VS.

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

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**DEPOSITION ON WRITTEN QUESTIONS PROPOUNED UPON THE WITNESS,  
CUSTODIAN OF RECORDS FOR ANADARKO E&P ONSHORE LLC  
F/K/A ANADARKO E&P CO., LP**

1. Please state your full name, business address, and official title.

**ANSWER:**

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2. Did you receive a subpoena for the production of the documents and records listed and described on Exhibit "A" attached to these questions?

**ANSWER:**

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3. Have these documents and records been produced for this deposition, bates numbered, and delivered to the officer taking this deposition?

**ANSWER:**

---

4. Are you the custodian of these documents or records for ANADARKO E&P ONSHORE LLC f/k/a ANADARKO E&P CO., LP?

**ANSWER:**

---

5. What is the Bates number range for the documents and records produced for this deposition?

**ANSWER:**

- 
6. Are the documents and records produced for this deposition originals or photocopies of the original documents?

**ANSWER:**

---

7. Are the documents and records produced for this deposition memoranda, reports, records or data compilations of acts, events, or conditions made at or near the time by or from information transmitted by, a person with knowledge?

**ANSWER:**

---

8. Are these documents and records kept in the course of a regularly conducted business activity of **ANADARKO E&P ONSHORE LLC f/k/a ANADARKO E&P CO., LP?**

**ANSWER:**

---

9. Was it the regular practice of the business activity of **ANADARKO E&P ONSHORE LLC f/k/a ANADARKO E&P CO., LP**, to make the memorandum, report, record or data compilation reflected in these documents and records?

**ANSWER:**

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**WITNESS, CUSTODIAN OF RECORDS FOR  
ANADARKO E&P ONSHORE LLC  
f/k/a ANADARKO E&P CO., LP**

I \_\_\_\_\_, a Notary Public in and for the State of Texas, do hereby certify that the forgoing answers of the witness were made by the said witness and sworn to and subscribed before me.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS \_\_\_\_ day of \_\_\_\_\_, 2014.

---

Notary Public, State of Texas



**EXHIBIT "A"**

Please produce the following documents relating to the leases described below:

- The executed leases;
  - Any option agreements, letters of intent to lease or side agreements relative to the leases;
  - Any agreements relative to amendment, modification or extension of the leases;
  - Any lease data sheets relative to the lease;
  - Sufficient documents to identify the bonus paid for the lease (total bonus and bonus per net mineral acre);
  - Any Lease Purchase Report ("LPR") and;
  - Any receipt or paid draft relative to the leases
- 

1. Memorandum of Lease, dated 12/22/2005 from Lucian A. Morrison, As Trustee, as Grantor, to Anadarko E&P Co., LP, as Grantee, recorded in Volume 332 page 650 Oil and Gas Lease Records Dimmit County, Texas, comprising 51,995.01 acres of land, more or less, in such county.
2. Lease Amendment, dated 11/11/2008 from Mary Lois Friday Hulsman, as Grantor, to Anadarko E&P Co., LP, as Grantee, recorded in Volume 353 page 449 Oil and Gas Lease Records Dimmit County, Texas, comprising 6108.90 acres of land, more or less, in such county.
3. Lease, dated 5/14/2007 from Diamond H Ranches LP, as Grantor, to Anadarko E&P Co., LP, as Grantee, recorded in Volume 344 page 6 Oil and Gas Lease Records LaSalle County, Texas, comprising 9808.57 acres of land, more or less, in such county.
4. Memorandum of Lease, dated 7/31/2007 from William West Lloyd, as Grantor, to Anadarko E&P Co., LP, as Grantee, recorded in Volume 339 page 550 Oil and Gas Lease Records Dimmit County, Texas, comprising 5709.67 acres of land, more or less, in such county.
5. Lease Amendment, dated 10/1/2008 from South Texas Children's Home, as Grantor, to Anadarko E&P Co., LP, as Grantee, recorded in Volume 353 page 453 Oil and Gas Lease Records Dimmit County, Texas, comprising 6068.90 acres of land, more or less, in such county.
6. Lease Amendment, dated 11/3/2008 from Dolph Briscoe III, as Grantor, to Anadarko E&P Co., LP, as Grantee, recorded in Volume 353 page 445 Oil and Gas Lease Records Dimmit County, Texas, comprising 6556.32 acres of land, more or less, in such county.

7. Lease Amendment, dated 12/9/2008 from Briscoe Ranch Inc., as Grantor, to Anadarko E&P Co., LP., as Grantee, recorded in Volume 354 page 503 Oil and Gas Lease Records Dimmit County, Texas, comprising 8,000.00 acres of land, more or less, in such county.



obtain information regarding the Trust through discovery, but JP Morgan frequently, wrongfully and without cause has refused to provide such information.

3. On or about May 2, 2014, the Plaintiffs served JPM with their Tenth Request for Production. On or about June 2, 2014, JPM served its Responses to Plaintiffs' Tenth Request for Production (**Exhibit 1**) and filed and served their Motion for Protective Order Concerning Plaintiffs' Tenth Request for Production. JPM has raised a number of objections including that the information sought is confidential, proprietary, privileged, not relevant, and subject to the Texas Finance Code.

**Plaintiffs' Tenth Request for Production**  
**No. 1**

4. The Request reads as follows:

**REQUEST FOR PRODUCTION NO. 1:** The 2008 "Operating Model Analysis" for specialty assets (as described in the deposition of Kevin Smith on October 16, 2013 around pages 21 – 24).

5. JP Morgan has objected to this request alleging that the information sought is not relevant to the subject matter of this case, that it is overbroad, and that the information is confidential.

6. During Kevin's Smith deposition, a JP Morgan employee, it was made clear that the Oil and Gas Department of JPM falls under their broader category of the "Specialty Assets" Division which includes closely held assets, real estate, farm and ranch, and oil and gas. The Oil and Gas Department was admittedly effected by the budget of the Specialty Asset Division, e.g., by the closing of the Oil and Gas Department's San Antonio office. One of the issues that

Plaintiffs allege in this case is the understaffing of JPM's Oil and Gas Department, leading to inadequate lease terms and "quick-fire" negotiation decisions for the Plaintiffs' assets by an overworked mineral manager at JPM. Therefore, JPM's assertion that the request is not relevant to the subject matter of this case is unwarranted and unsupported by facts or law.

7. JPM's assertions that the request is overbroad and confidential are also unwarranted. The Plaintiffs have only asked for one particular year and have pinpointed the deposition testimony by its own corporate representative for ease of reference. It's a stretch of the imagination to believe this is "overbroad".

**Plaintiffs' Tenth Request for Production**  
**Nos. 6 and 7**

8. The requests read as follows:

**REQUEST FOR PRODUCTION NO. 6:** All presentations in 2008 and 2009 made by Richard Stoneburner of Petrohawk to the lending consortium that including J.P.Morgan.

**REQUEST FOR PRODUCTION NO. 7:** All notes or reports made by representatives or employees of J.P. Morgan concerning the presentations described in Request for Production No. 6 above.

9. The Defendant has objected that these requests are confidential, vague due to the phrase "lending consortium", not relevant, and that the documents *could* contain financial information that would be subject to the Texas Finance Code.

10. These requests are far from irrelevant to the subject matter in the case. One of the Plaintiffs' main allegations is the unexplainable leasing of nearly all of the available Trust assets to only Petrohawk for uncompetitive terms. The

requested discovery is relevant to Plaintiffs' position that there was a conflict of interest between JPM in its commercial relationship with Petrohawk and in its Trustee obligations to the STS Trust, due to the lending relationship and Petrohawk's activities with JPM's Trust Department.

11. The word "lending consortium" should not be vague or lack specificity at this point in the litigation. The subject has been addressed by both JPM's and Petrohawk's corporate representatives and deposition exhibits have been admitted in this case showing what the term "lending consortium" is a reference to (see Deposition Exhibits 598 and 599).

12. It is unjustified at this late stage of this litigation for JPM to claim that it cannot produce documentation due to the Texas Finance Code requirements—particularly when it comes to Petrohawk. This exact subject matter was the subject of previous hearings—the ultimate result being that JPM has already produced certain financial information about Petrohawk. Further, when these documents were requested from Petrohawk, it responded that Plaintiffs should get them from JP Morgan.

**Plaintiffs' Tenth Request for Production**

**No. 8**

13. The Request reads as follows:

**REQUEST FOR PRODUCTION NO. 8:** Copies, electronics or otherwise, of the seismic data received by JP Morgan from Whittier, its agents or representatives, pursuant to the 2007 agreements with Whittier relating to the Trust assets.

14. JP Morgan has alleged that it is contractually prohibited from disclosing this data. Quite frequently, and what has become a theme of this case, JP Morgan forgets what its role was, in that it was simply an agent for the South Texas Syndicate Trust. The Trust owns the mineral rights. The Trust has a right to the seismic data on its own property. JP Morgan had a right to obtain it on behalf of the Trust as its agent. It is an elementary concept that the seismic data should not be restricted from its owner by its own agent. It is inexplicable to allege otherwise.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that this Court set this matter for hearing and that upon hearing hereof, enter an order granting Plaintiffs' Motion to Compel JP Morgan to remove its objections and provide answers to Plaintiffs' Tenth Request for Production, denying Defendant's Motion for Protective Order, and granting any other additional relief to which Plaintiffs may be justly entitled.

Respectfully submitted,

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

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State Bar No. 07118600  
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(210) 225-4031 Telephone  
(210) 222-0586 Telecopier

By: \_\_\_\_\_ /s/  
James L. Drought  
[jld@ddb-law.com](mailto:jld@ddb-law.com)  
State Bar No. 06135000  
**ATTORNEYS FOR PLAINTIFFS,  
JOHN K. MEYER, ET AL.**

**FIAT**

A hearing on the foregoing Plaintiffs' Motion to Compel Defendant JPMorgan Chase Bank, N.A.'s Responses to Plaintiffs' Tenth Set of Requests for Production is hereby set for **July 29, 2014** at **8:30 a.m.** in the Presiding District Court, Room 109, Bexar County, Texas.

SIGNED ON this 24 day of July, 2014. **Larry Noll**  
**Presiding Judge**  
**408th District Court**  
**Bexar County, Texas**  
JUDGE PRESIDING

**CERTIFICATE OF SERVICE**

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

_____	U.S. Certified Mail, Return Receipt Requested to:
_____	Facsimile to:
_____	First Class Mail to:
_____	Hand Delivery to:
<u>  √  </u>	E-filing Service to:

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

Kevin M. Beiter  
McGinnis Lochridge  
600 Congress Avenue, Suite 2100  
Austin, Texas 78701

Mr. Charles A. Gall  
Mr. John C. Eichman  
Hunton & Williams LLP  
1445 Ross Avenue, Suite 3700  
Dallas, Texas 75202

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

on this the 24<sup>th</sup> day of July, 2014.

\_\_\_\_\_  
/s/  
James L. Drought

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.,  
Plaintiffs,

V.

JPMORGAN CHASE BANK, N.A.  
INDIVIDUALLY/CORPORATELY  
AND AS TRUSTEE OF THE SOUTH  
TEXAS SYNDICATE TRUST,  
Defendant.

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IN THE DISTRICT COURT

225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**DEFENDANT JPMORGAN CHASE BANK, N.A.'S RESPONSES TO PLAINTIFFS'  
TENTH REQUEST FOR PRODUCTION**

Defendant JPMorgan Chase Bank, N.A., Individually/Corporately, ("JPMorgan") submits these Responses to Plaintiffs' Tenth Request for Production.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER &  
GARZA INCORPORATED**

7373 Broadway, Suite 300  
San Antonio, Texas 78209  
(210) 271-1700 Telephone  
(210) 271-1740 Facsimile

By:

\_\_\_\_\_  
Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**MCGINNIS LOCHRIDGE**  
600 Congress Ave., Suite 2100  
Austin, Texas 78701  
(512) 495-6084 Telephone  
(512) 495-6384 Facsimile  
Kevin M. Beiter  
State Bar No. 02059065

*And*

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700

Dallas, Texas 75202

(214) 979-3000 - Telephone

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Charles A. Gall

State Bar No. 07281500

John C. Eichman

State Bar No. 06494800

Amy S. Bowen

State Bar No. 24028216

**ATTORNEYS FOR DEFENDANTS**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of this document was served upon the following on June 2, 2014 by the method indicated:

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

Mr. David R. Deary VIA EMAIL  
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 EMAIL  
DROUGHT DROUGHT & BOBBITT, LLP  
112 East Pecan, Suite 2900  
San Antonio, Texas 78205

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

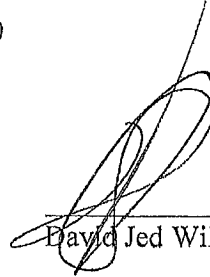
Mr. George Spencer, Jr. VIA EMAIL  
Mr. Jeffrey J. Towers  
CLEMENS & SPENCER  
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San Antonio, Texas 78205

Mr. Richard Tinsman VIA EMAIL  
Ms. Sharon C. Savage  
TINSMAN & SCIANO, INC.  
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San Antonio, Texas 78205

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

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

VIA EMAIL

A handwritten signature in black ink, appearing to read "David Jed Williams", is written over a horizontal line.

David Jed Williams

**DEFENDANT'S RESPONSES TO PLAINTIFFS' TENTH  
REQUEST FOR PRODUCTION**

**REQUEST FOR PRODUCTION NO. 1:** The 2008 "Operating Model Analysis" for specialty assets (as described in the deposition of Kevin R. Smith on October 16, 2013 around pages 21- 24).

**OBJECTIONS:**

Defendant objects to this Request on the following bases:

1. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1. For example, the Request as written, seeks information for specialty asset groups not relevant to the subject matter of this suit.
2. This Request is overly broad. For example, this request is not limited solely to the Oil and Gas group.
3. This Request seeks confidential, private, and/or proprietary information pertaining to Defendant and is not narrowly tailored to obtain information relevant to the subject matter of this suit.

**REQUEST FOR PRODUCTION NO. 2:** The annual budget for the Oil and Gas Asset Management department of J.P. Morgan from 2007 to 2012 (as described in the deposition of Kevin R. Smith on October 16, 2013 on and around pages 48-49, 76-77).

**RESPONSE:**

No items have been identified- after a diligent search- that are responsive to this Request.

**REQUEST FOR PRODUCTION NO. 3:** All financial documents that show the expenses and revenues for the Oil and Gas Asset Management department of J.P. Morgan from 2007 to 2012 (as described in the deposition of Kevin R. Smith on October 16, 2013 on and around pages 48-49, 76-77).

**OBJECTIONS:**

No items have been identified- after a diligent search- that are responsive to this Request.

**REQUEST FOR PRODUCTION NO. 4:** The annual budget for the group responsible for "specialty assets" at J.P. Morgan from 2007 to 2012 (as described by Kevin R. Smith in his deposition on October 16, 2013 on and around pages 48-49 and 76-77).

**RESPONSE:**

No items have been identified- after a diligent search- that are responsive to this Request.

**REQUEST FOR PRODUCTION NO. 5:** All "monthly business reviews" that reference the Trust, the Trust Assets, and/or any of the trustees of the Trust from the date of Bert Hayes Davis' employment at J.P. Morgan to 2012 (as described by Kevin R. Smith in his deposition on October 16, 2013 on and around pages 191-93).

**RESPONSE:**

Defendant has produced all documents identified as responsive to this Request.

**REQUEST FOR PRODUCTION NO. 6:** All presentations in 2008 and 2009 made by Richard Stoneburner of Petrohawk to the lending consortium that included J.P. Morgan.

**OBJECTIONS:**

Defendant objects to this Request on the following bases:

1. This Request seeks confidential, private, and/or proprietary information pertaining to Defendant and/or its customers (e.g. Petrohawk).
2. This request is vague and lacks specificity. For example, "lending consortium" is ambiguous and undefined.
3. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1. For example, the Request asks for all such presentations "made by Richard Stoneburner of Petrohawk to the lending consortium that included J.P. Morgan" with no further restrictions or specificity as to relevant subject matter to this lawsuit.
4. This Request seeks documents that may consist of potential banking records for third parties (e.g. Petrohawk). With respect to these requested records, Plaintiffs have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiffs pay Defendant's costs and attorneys' fees, give notice to the affected possible customers of Defendant (e.g. Petrohawk) and give those customers an opportunity to consent or refuse to consent to the production of their records. Accordingly, Defendant has filed a Motion for Protective Order and



objects to further responding to this discovery request until such Motion has been determined and protections granted as requested in that Motion.

**REQUEST FOR PRODUCTION NO. 7:** All notes or reports made by representatives or employees of J.P. Morgan concerning the presentations described in Request for Production No. 6 above.

**OBJECTIONS:**

Defendant objects to this Request on the following bases:

1. This Request seeks confidential, private, and/or proprietary information pertaining to Defendant and/or its customers (e.g. Petrohawk).
2. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1. For example, the Request asks for “[a]ll notes or reports made by representatives or employees of J.P. Morgan concerning the presentations described in Request for Production No. 6 above” with no further restrictions or specificity as to relevant subject matter to this lawsuit.
3. This Request seeks documents that may consist of potential banking records for third parties (e.g. Petrohawk). With respect to these requested records, Plaintiffs have not satisfied the requirements of TEX. FIN. CODE §59.006, and specifically, §§59.006(b), (c), and (d), which require that Plaintiffs pay Defendant’s costs and attorneys’ fees, give notice to the affected possible customers of Defendant (e.g. Petrohawk) and give those customers an opportunity to consent or refuse to consent to the production of their records. Accordingly, Defendant has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested in that Motion.

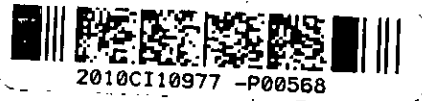
**REQUEST FOR PRODUCTION NO. 8:** Copies, electronic or otherwise, of the seismic data received by JP Morgan from Whittier, its agents or representatives, pursuant to the 2007 agreements with Whittier relating to the Trust Assets.

**OBJECTIONS:**

Defendant objects to this Request on the following bases:

1. This Request seeks information that is not relevant to the subject matter of this case for discovery purposes and is beyond the scope of discovery as confined by the subject matter of this case. *See* TRCP 192 cmt. 1. The seismic data received by JPMorgan from Whittier is not relevant to the subject matters of this suit.

2. Further, pursuant to Paragraph 2(c) of the Geophysical and Lease Option Agreement dated June 13, 2007, the data provided to Defendant under this Agreement may only be disclosed to Defendant's own personnel and consultants. Therefore, Defendant is prohibited from disclosing this data and objects to producing this data. Accordingly, Defendant has filed a Motion for Protective Order and objects to further responding to this discovery request until such Motion has been determined and protections granted as requested in that Motion.



CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.

VS.

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

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IN THE DISTRICT COURT

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**DEPOSITION SUBPOENA DUCES TECUM TO PRODUCE DOCUMENTS  
ISSUED IN THE NAME OF THE STATE OF TEXAS**

**TO ANY PEACE OFFICER, CONSTABLE OF THE STATE OF TEXAS OR OTHER  
PERSON DULY AUTHORIZED TO SERVE OR EXECUTE SUBPOENAS:**

This Subpoena is directed to:

**CUSTODIAN OF RECORDS FOR:**

**BLACKBRUSH OIL & GAS, L.P.**

**c/o Scott Martin  
18615 Tuscany Stone, Suite 300  
San Antonio, Texas 78258**

FILED  
DONNA KAY MCKINNEY  
DISTRICT CLERK  
BEXAR COUNTY  
2014 JUL 21 PM 3:23  
DEPUTY  
By [Signature]

This Subpoena directs the Custodian of Records for BLACKBRUSH OIL & GAS, L.P., to appear at **10:00 a.m. on August 12, 2014**, before a notary public at the following location:

**18615 Tuscany Stone, Suite 300  
San Antonio, Texas 78258**

and answer under oath written questions to be propounded by counsel for Defendant and to produce for inspection and photocopying the documents and records described on Exhibit "A" attached to the Notice Duces Tecum of Intent to Take Deposition by Written Questions served with and attached to this Subpoena.

This Subpoena is issued at the instance and request of Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust. The attorneys of record for Defendant are: Patrick K. Sheehan and David Jed Williams, Hornberger Sheehan Fuller & Garza Incorporated, The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, Texas 78209.

**THIS SUBPOENA IS ISSUED UNDER TEXAS RULE OF CIVIL PROCEDURE 176. RULE 176.8(a)  
STATES: FAILURE BY ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED**

UPON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.

This Subpoena is issued by David Jed Williams, attorney for Defendant, on behalf of Defendant.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams

Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

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(214) 880-0011 - Facsimile  
Charles A. Gall  
State Bar No. 07281500  
John C. Eichman  
State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**RETURN**

CAME TO HAND ON THE 16<sup>th</sup> DAY OF July 2014, AT 2:10 O'CLOCK  
P.M. AND EXECUTED (~~NOT EXECUTED~~) ON THE 17<sup>th</sup> DAY OF July 2014, BY  
DELIVERING TO SCOTT MARTIN A TRUE COPY OF THIS SUBPOENA UPON WHICH I  
ENDORSED THE DATE OF DELIVERY. CAUSE OF FAILURE TO EXECUTE THIS  
SUBPOENA IS \_\_\_\_\_.

TOTAL FEES: \$ \_\_\_\_\_

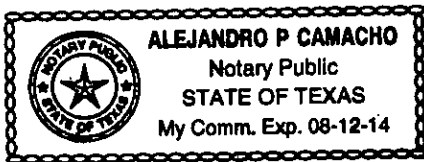
Mike McEwen  
BEXAR COUNTY, TEXAS

BY: Mike McEwen # SCH2243  
Exp. 8-31-15

**NON-PEACE OFFICER VERIFICATION**

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO THIS 19<sup>TH</sup> DAY OF July 2014.



Alejandro P. Camacho  
Notary Public, State of Texas

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

**NOTICE OF INTENTION TO TAKE DEPOSITION BY WRITTEN QUESTIONS  
WITH DUCES TECUM**

Defendant JPMORGAN CHASE BANK, N.A. INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST will take a deposition by written questions of the Custodian of Records for **BLACKBRUSH OIL & GAS, L.P.**, at the following date, time, and place:

Date: **August 12, 2014**

Time: **10:00 a.m.**

Place: **BLACKBRUSH OIL & GAS, L.P.  
18615 Tuscany Stone, Suite 300  
San Antonio, Texas 78258**

Notice is further given that the witness shall produce at the deposition for inspection and photocopying the documents and records listed and described on the attached Exhibit "A."

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams  
Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700

Dallas, Texas 75202

(214) 979-3000 - Telephone

(214) 880-0011 – Facsimile

Charles A. Gall

State Bar No. 07281500

John C. Eichman

State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of this deposition notice was served upon the following, in the manner indicated, on July 16, 2014:

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

Mr. Fred W. Stumpf  
GLAST, PHILLIPS & MURRAY  
Nine Greenway Plaza, Suite 3100  
Houston, Texas 77046

**VIA ELECTRONIC SERVICE**

*s/David Jed Williams*  
David Jed Williams



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

**DEPOSITION ON WRITTEN QUESTIONS PROPOUNED UPON THE WITNESS,  
CUSTODIAN OF RECORDS FOR BLACKBRUSH OIL & GAS II, L.P.**

1. Please state your full name, business address, and official title.

**ANSWER:**

---

---

2. Did you receive a subpoena for the production of the documents and records listed and described on Exhibit "A" attached to these questions?

**ANSWER:**

---

3. Have these documents and records been produced for this deposition, bates numbered, and delivered to the officer taking this deposition?

**ANSWER:**

---

4. Are you the custodian of these documents or records for **BLACKBRUSH OIL & GAS II, L.P.?**

**ANSWER:**

---

5. What is the bates number range for the documents and records produced for this deposition?

**ANSWER:**

---

6. Are the documents and records produced for this deposition originals or photocopies of the original documents?

**ANSWER:**

---

7. Are the documents and records produced for this deposition memoranda, reports, records or data compilations of acts, events, or conditions made at or near the time by or from information transmitted by, a person with knowledge?

**ANSWER:**

---

8. Are these documents and records kept in the course of a regularly conducted business activity of **BLACKBRUSH OIL & GAS II, L.P.**?

**ANSWER:**

---

9. Was it the regular practice of the business activity of **BLACKBRUSH OIL & GAS II, L.P.**, to make the memorandum, report, record or data compilation reflected in these documents and records?

**ANSWER:**

---

\_\_\_\_\_  
WITNESS, CUSTODIAN OF RECORDS FOR  
**BLACKBRUSH OIL & GAS II, L.P.**

I \_\_\_\_\_, a Notary Public in and for the State of Texas, do hereby certify that the forgoing answers of the witness were made by the said witness and sworn to and subscribed before me.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Texas

## EXHIBIT "A"

Please produce the following documents relating to the leases described below:

- The executed leases;
- Any option agreements, letters of intent to lease or side agreements relative to the leases;
- Any agreements relative to amendment, modification or extension of the leases;
- Any lease data sheets relative to the lease;
- Sufficient documents to identify the bonus paid for the lease (total bonus and bonus per net mineral acre);
- Any Lease Purchase Report ("LPR") and;
- Any receipt or paid draft relative to the leases

- 
1. Memorandum of Lease, dated 8/14/2007 from Walter K.L. Ferguson Jr., et al., as Grantor, to Blackbrush Oil & Gas II, L.P., as Grantee, recorded in Volume 2462 page 378 Oil and Gas Lease Records Webb County, Texas, comprising 17,560.72 acres of land, more or less, in such county.
  2. Memorandum of Lease, dated 9/5/2007 from Robert L.B. Dewar, as Grantor, to Blackbrush Oil & Gas II, L.P., as Grantee, recorded in Volume 2462 page 396 Oil and Gas Lease Records Webb County, Texas, comprising 17,520.72 acres of land, more or less, in such county.
  3. Memorandum of Lease, dated 8/14/2007 from Robert L.B. Dewar, as Grantor, to Blackbrush Oil & Gas II, L.P., as Grantee, recorded in Volume 2462 page 405 Oil and Gas Lease Records Webb County, Texas, comprising 8,196.72 acres of land, more or less, in such county.
  4. Memorandum of Lease, dated 8/15/2007 from Marion Bell Fairbanks, as Grantor, to Blackbrush Oil & Gas II, L.P., as Grantee, recorded in Volume 2462 page 345 Oil and Gas Lease Records Webb County, Texas, comprising 5440.00 acres of land, more or less, in such county.
  5. Lease, dated 10/12/2007 from Mae Louise S. Carruth Trust (Bank of America), as Grantor, to Blackbrush Oil & Gas II, L.P., as Grantee, recorded in Volume 2480 page 138 Oil and Gas Lease Records Webb County, Texas, comprising 10,964.00 acres of land, more or less, in such county.



CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.

IN THE DISTRICT COURT

VS.

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

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225<sup>TH</sup> JUDICIAL DISTRICT

*CRT*

BEXAR COUNTY, TEXAS

**DEPOSITION SUBPOENA DUCES TECUM TO PRODUCE DOCUMENTS  
ISSUED IN THE NAME OF THE STATE OF TEXAS**

**TO ANY PEACE OFFICER, CONSTABLE OF THE STATE OF TEXAS OR OTHER  
PERSON DULY AUTHORIZED TO SERVE OR EXECUTE SUBPOENAS:**

This Subpoena is directed to:

**CUSTODIAN OF RECORDS FOR:**

**JESSE E. HINES  
1505 Calle Del Norte, Suite 200  
Laredo, Texas 78041**

BY \_\_\_\_\_

*Barbara Q. Davis*

DEPUTY

14 JUL 17 PM 1:34

FILED  
DONNA KAY MCKINNEY  
DISTRICT CLERK  
BEXAR COUNTY

This Subpoena directs the Custodian of Records for JESSE E. HINES to appear at 10:00 a.m. on August 6, 2014, before a notary public at the following location:

**1505 Calle Del Norte, Suite 200  
Laredo, Texas 78041**

and answer under oath written questions to be propounded by counsel for Defendant and to produce for inspection and photocopying the documents and records described on Exhibit "A" attached to the Notice Duces Tecum of Intent to Take Deposition by Written Questions served with and attached to this Subpoena.

This Subpoena is issued at the instance and request of Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust. The attorneys of record for Defendant are: Patrick K. Sheehan and David Jed Williams, Hornberger Sheehan Fuller & Garza Incorporated, The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, Texas 78209.

**THIS SUBPOENA IS ISSUED UNDER TEXAS RULE OF CIVIL PROCEDURE 176. RULE 176.8(a) STATES: FAILURE BY ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED UPON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS**

**ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.**

This Subpoena is issued by David Jed Williams, attorney for Defendant, on behalf of Defendant.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams

Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700  
Dallas, Texas 75202  
(214) 979-3000 - Telephone  
(214) 880-0011 -- Facsimile  
Charles A. Gall  
State Bar No. 07281500  
John C. Eichman  
State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**RETURN**

CAME TO HAND ON THE 11 DAY OF July 2014, AT 9:03<sup>AM</sup> O'CLOCK A M. AND EXECUTED (~~NOT EXECUTED~~) ON THE 11 DAY OF July 2014, BY Gilbert Maldonado <sup>1:45pm</sup> DELIVERING TO **JESSE E. HINES**, A TRUE COPY OF THIS SUBPOENA UPON WHICH I ENDORSED THE DATE OF DELIVERY. CAUSE OF FAILURE TO EXECUTE THIS SUBPOENA IS \_\_\_\_\_.

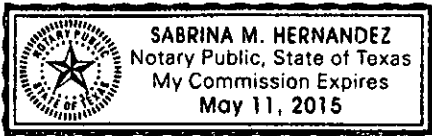
TOTAL FEES: \$ \_\_\_\_\_  
Gilbert Maldonado  
Authorized Person  
WEBB COUNTY, TEXAS

BY: [Signature] <sup>543137</sup>  
Exp 093016

**NON-PEACE OFFICER VERIFICATION**

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO THIS 12<sup>th</sup> DAY OF July 2014.



[Signature]  
Notary Public, State of Texas

X [Signature]  
JESSE E. HINES

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

**NOTICE OF INTENTION TO TAKE DEPOSITION BY WRITTEN QUESTIONS WITH DUCES TECUM**

Defendant JPMORGAN CHASE BANK, N.A. INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST will take a deposition by written questions of the Custodian of Records for **JESSE E. HINES**, at the following date, time, and place:

Date: **August 6, 2014**

Time: **10:00 a.m.**

Place: **JESSE E. HINES**  
**1505 Calle Del Norte, Suite 200**  
**Laredo, Texas 78041**

Notice is further given that the witness shall produce at the deposition for inspection and photocopying the documents and records listed and described on the attached Exhibit "A."

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA**  
**INCORPORATED**  
The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams  
Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

CAUSE NO. 2010-CI-10977

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

**DEPOSITION SUBPOENA DUCES TECUM TO PRODUCE DOCUMENTS  
ISSUED IN THE NAME OF THE STATE OF TEXAS**

**TO ANY PEACE OFFICER, CONSTABLE OF THE STATE OF TEXAS OR OTHER  
PERSON DULY AUTHORIZED TO SERVE OR EXECUTE SUBPOENAS:**

This Subpoena is directed to:

**CUSTODIAN OF RECORDS FOR:**

**BLACKBRUSH OIL & GAS, L.P.**

**c/o Scott Martin  
18615 Tuscany Stone, Suite 300  
San Antonio, Texas 78258**

This Subpoena directs the Custodian of Records for BLACKBRUSH OIL & GAS, L.P., to appear at **10:00 a.m. on August 12, 2014**, before a notary public at the following location:

**18615 Tuscany Stone, Suite 300  
San Antonio, Texas 78258**

and answer under oath written questions to be propounded by counsel for Defendant and to produce for inspection and photocopying the documents and records described on Exhibit "A" attached to the Notice Duces Tecum of Intent to Take Deposition by Written Questions served with and attached to this Subpoena.

This Subpoena is issued at the instance and request of Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust. The attorneys of record for Defendant are: Patrick K. Sheehan and David Jed Williams, Hornberger Sheehan Fuller & Garza Incorporated, The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, Texas 78209.

**THIS SUBPOENA IS ISSUED UNDER TEXAS RULE OF CIVIL PROCEDURE 176. RULE 176.8(a)  
STATES: FAILURE BY ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED**



**UPON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.**

This Subpoena is issued by David Jed Williams, attorney for Defendant, on behalf of Defendant.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: *s/David Jed Williams*

Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700  
Dallas, Texas 75202  
(214) 979-3000 - Telephone  
(214) 880-0011 – Facsimile  
Charles A. Gall  
State Bar No. 07281500  
John C. Eichman  
State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**RETURN**

CAME TO HAND ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, AT \_\_\_\_\_ O'CLOCK  
\_\_\_\_.M. AND EXECUTED (NOT EXECUTED) ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, BY  
DELIVERING TO SCOTT MARTIN A TRUE COPY OF THIS SUBPOENA UPON WHICH I  
ENDORSED THE DATE OF DELIVERY. CAUSE OF FAILURE TO EXECUTE THIS  
SUBPOENA IS \_\_\_\_\_.

TOTAL FEES: \$\_\_\_\_\_

\_\_\_\_\_  
BEXAR COUNTY, TEXAS

BY:\_\_\_\_\_

**NON-PEACE OFFICER VERIFICATION**

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
Notary Public, State of Texas

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

**NOTICE OF INTENTION TO TAKE DEPOSITION BY WRITTEN QUESTIONS WITH DUCES TECUM**

Defendant JPMORGAN CHASE BANK, N.A. INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST will take a deposition by written questions of the Custodian of Records for **BLACKBRUSH OIL & GAS, L.P.**, at the following date, time, and place:

Date: **August 12, 2014**

Time: **10:00 a.m.**

Place: **BLACKBRUSH OIL & GAS, L.P.**  
**18615 Tuscany Stone, Suite 300**  
**San Antonio, Texas 78258**

Notice is further given that the witness shall produce at the deposition for inspection and photocopying the documents and records listed and described on the attached Exhibit "A."

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams  
Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700

Dallas, Texas 75202

(214) 979-3000 - Telephone

(214) 880-0011 – Facsimile

Charles A. Gall

State Bar No. 07281500

John C. Eichman

State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of this deposition notice was served upon the following, in the manner indicated, on July 16, 2014:

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

Mr. Fred W. Stumpf  
GLAST, PHILLIPS & MURRAY  
Nine Greenway Plaza, Suite 3100  
Houston, Texas 77046

**VIA ELECTRONIC SERVICE**

*s/David Jed Williams*  
David Jed Williams

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

**DEPOSITION ON WRITTEN QUESTIONS PROPOUNED UPON THE WITNESS,  
CUSTODIAN OF RECORDS FOR BLACKBRUSH OIL & GAS II, L.P.**

1. Please state your full name, business address, and official title.

**ANSWER:**

\_\_\_\_\_  
\_\_\_\_\_

2. Did you receive a subpoena for the production of the documents and records listed and described on Exhibit "A" attached to these questions?

**ANSWER:**

\_\_\_\_\_

3. Have these documents and records been produced for this deposition, bates numbered, and delivered to the officer taking this deposition?

**ANSWER:**

\_\_\_\_\_

4. Are you the custodian of these documents or records for **BLACKBRUSH OIL & GAS II, L.P.**?

**ANSWER:**

\_\_\_\_\_

5. What is the bates number range for the documents and records produced for this deposition?

**ANSWER:**

\_\_\_\_\_

6. Are the documents and records produced for this deposition originals or photocopies of the original documents?

**ANSWER:**

---

7. Are the documents and records produced for this deposition memoranda, reports, records or data compilations of acts, events, or conditions made at or near the time by or from information transmitted by, a person with knowledge?

**ANSWER:**

---

8. Are these documents and records kept in the course of a regularly conducted business activity of **BLACKBRUSH OIL & GAS II, L.P.**?

**ANSWER:**

---

9. Was it the regular practice of the business activity of **BLACKBRUSH OIL & GAS II, L.P.**, to make the memorandum, report, record or data compilation reflected in these documents and records?

**ANSWER:**

---

---

WITNESS, CUSTODIAN OF RECORDS FOR  
**BLACKBRUSH OIL & GAS II, L.P.**

I \_\_\_\_\_, a Notary Public in and for the State of Texas, do hereby certify that the forgoing answers of the witness were made by the said witness and sworn to and subscribed before me.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS \_\_\_\_ day of \_\_\_\_\_, 2014.

---

Notary Public, State of Texas

## EXHIBIT "A"

Please produce the following documents relating to the leases described below:

- The executed leases;
  - Any option agreements, letters of intent to lease or side agreements relative to the leases;
  - Any agreements relative to amendment, modification or extension of the leases;
  - Any lease data sheets relative to the lease;
  - Sufficient documents to identify the bonus paid for the lease (total bonus and bonus per net mineral acre);
  - Any Lease Purchase Report ("LPR") and;
  - Any receipt or paid draft relative to the leases
- 

1. Memorandum of Lease, dated 8/14/2007 from Walter K.L. Ferguson Jr., et al., as Grantor, to Blackbrush Oil & Gas II, L.P., as Grantee, recorded in Volume 2462 page 378 Oil and Gas Lease Records Webb County, Texas, comprising 17,560.72 acres of land, more or less, in such county.
2. Memorandum of Lease, dated 9/5/2007 from Robert L.B. Dewar, as Grantor, to Blackbrush Oil & Gas II, L.P., as Grantee, recorded in Volume 2462 page 396 Oil and Gas Lease Records Webb County, Texas, comprising 17,520.72 acres of land, more or less, in such county.
3. Memorandum of Lease, dated 8/14/2007 from Robert L.B. Dewar, as Grantor, to Blackbrush Oil & Gas II, L.P., as Grantee, recorded in Volume 2462 page 405 Oil and Gas Lease Records Webb County, Texas, comprising 8,196.72 acres of land, more or less, in such county.
4. Memorandum of Lease, dated 8/15/2007 from Marion Bell Fairbanks, as Grantor, to Blackbrush Oil & Gas II, L.P., as Grantee, recorded in Volume 2462 page 345 Oil and Gas Lease Records Webb County, Texas, comprising 5440.00 acres of land, more or less, in such county.
5. Lease, dated 10/12/2007 from Mae Louise S. Carruth Trust (Bank of America), as Grantor, to Blackbrush Oil & Gas II, L.P., as Grantee, recorded in Volume 2480 page 138 Oil and Gas Lease Records Webb County, Texas, comprising 10,964.00 acres of land, more or less, in such county.





BY \_\_\_\_\_

DEPUTY

14 JUL 14 PM 2:23

FILED  
DONNA KAY HEKINNEY  
DISTRICT CLERK  
BEXAR COUNTY

*Donna Kay HeKinney*

CAUSE NO. 2010-CI-10977

JOHN K. MEYER, ET. AL.

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IN THE DISTRICT COURT

VS.

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

*CRT/M*

225<sup>TH</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**DEPOSITION SUBPOENA DUCES TECUM TO PRODUCE DOCUMENTS  
ISSUED IN THE NAME OF THE STATE OF TEXAS**

**TO ANY PEACE OFFICER, CONSTABLE OF THE STATE OF TEXAS OR OTHER  
PERSON DULY AUTHORIZED TO SERVE OR EXECUTE SUBPOENAS:**

This Subpoena is directed to:

**CUSTODIAN OF RECORDS FOR:**

**SM ENERGY COMPANY f/k/a ST. MARY'S LAND & EXPLORATION CO.**

**c/o CSC-Lawyers Incorporating Service Co.  
211 E. 7<sup>th</sup> Street, Suite 620  
Austin, Texas 78701**

This Subpoena directs the Custodian of Records for SM ENERGY COMPANY f/k/a ST. MARY'S LAND & EXPLORATION CO., to appear at **10:00 a.m. on August 6, 2014**, before a notary public at the following location:

**777 N. Eldridge Pkwy, Suite 1000  
Houston, TX 77079**

and answer under oath written questions to be propounded by counsel for Defendant and to produce for inspection and photocopying the documents and records described on Exhibit "A" attached to the Notice Duces Tecum of Intent to Take Deposition by Written Questions served with and attached to this Subpoena.

This Subpoena is issued at the instance and request of Defendant JPMorgan Chase Bank, N.A., Individually/Corporately and as Trustee of the South Texas Syndicate Trust. The attorneys of record for Defendant are: Patrick K. Sheehan and David Jed Williams, Hornberger Sheehan Fuller & Garza Incorporated, The Quarry Heights Building, 7373 Broadway, Suite 300, San Antonio, Texas 78209.

**THIS SUBPOENA IS ISSUED UNDER TEXAS RULE OF CIVIL PROCEDURE 176. RULE 176.8(a) STATES: FAILURE BY ANY PERSON WITHOUT ADEQUATE EXCUSE TO OBEY A SUBPOENA SERVED UPON THAT PERSON MAY BE DEEMED A CONTEMPT OF THE COURT FROM WHICH THE SUBPOENA IS ISSUED OR A DISTRICT COURT IN THE COUNTY IN WHICH THE SUBPOENA IS SERVED, AND MAY BE PUNISHED BY FINE OR CONFINEMENT, OR BOTH.**

This Subpoena is issued by David Jed Williams, attorney for Defendant, on behalf of Defendant.

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**

The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams

Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700  
Dallas, Texas 75202  
(214) 979-3000 - Telephone  
(214) 880-0011 - Facsimile  
Charles A. Gall  
State Bar No. 07281500  
John C. Eichman  
State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

RETURN

CAME TO HAND ON THE 10<sup>th</sup> DAY OF July 2014, AT 11:00 O'CLOCK P.M. AND EXECUTED (~~NOT EXECUTED~~) ON THE 11<sup>th</sup> DAY OF July 2014, BY DELIVERING TO CSC-LAWYERS INCORPORATING SERVICE, A TRUE COPY OF THIS SUBPOENA UPON WHICH I ENDORSED THE DATE OF DELIVERY. CAUSE OF FAILURE TO EXECUTE THIS SUBPOENA IS \_\_\_\_\_

TOTAL FEES: \$ \_\_\_\_\_

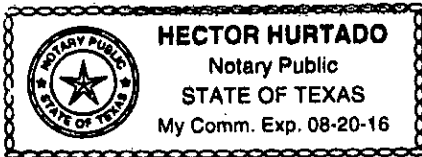
Travis County, TX  
TRAVIS COUNTY, TEXAS

BY: Mike McEwen # 5CH2243  
Mike McE Exp. 8-31-15

NON-PEACE OFFICER VERIFICATION

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO THIS 14 DAY OF July 2014.



[Signature]  
Notary Public, State of Texas

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

**NOTICE OF INTENTION TO TAKE DEPOSITION BY WRITTEN QUESTIONS  
WITH DUCES TECUM**

Defendant JPMORGAN CHASE BANK, N.A. INDIVIDUALLY/CORPORATELY AND AS TRUSTEE OF THE SOUTH TEXAS SYNDICATE TRUST will take a deposition by written questions of the Custodian of Records for **SM ENERGY COMPANY f/k/a ST. MARY'S LAND & EXPLORATION CO.**, at the following date, time, and place:

Date:           **August 6, 2014**  
  
Time:           **10:00 a.m.**  
  
Place:          **SM ENERGY COMPANY  
777 N. Eldridge Pkwy, Suite 1000  
Houston, TX 77079**

Notice is further given that the witness shall produce at the deposition for inspection and photocopying the documents and records listed and described on the attached Exhibit "A."

Respectfully submitted,

**HORNBERGER SHEEHAN FULLER & GARZA  
INCORPORATED**  
The Quarry Heights Building  
7373 Broadway, Suite 300  
San Antonio, TX 78209  
Tel: (210) 271-1700  
Fax: (210) 271-1730

By: s/David Jed Williams  
Patrick K. Sheehan  
State Bar No. 18175500  
Rudy A. Garza  
State Bar No. 07738200  
David Jed Williams  
State Bar No. 21518060

**HUNTON & WILLIAMS LLP**

1445 Ross Avenue, Suite 3700

Dallas, Texas 75202

(214) 979-3000 - Telephone

(214) 880-0011 – Facsimile

Charles A. Gall

State Bar No. 07281500

John C. Eichman

State Bar No. 06494800

**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of this deposition notice was served upon the following, in the manner indicated, on July 10, 2014:

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

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

**VIA ELECTRONIC SERVICE**

Mr. Fred W. Stumpf  
GLAST, PHILLIPS & MURRAY  
Nine Greenway Plaza, Suite 3100  
Houston, Texas 77046

**VIA ELECTRONIC SERVICE**

*s/David Jed Williams*  
David Jed Williams

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

**DEPOSITION ON WRITTEN QUESTIONS PROPOUNED UPON THE WITNESS,  
CUSTODIAN OF RECORDS FOR SM ENERGY COMPANY  
F/K/A ST. MARY'S LAND & EXPLORATION CO.**

1. Please state your full name, business address, and official title.

**ANSWER:**

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2. Did you receive a subpoena for the production of the documents and records listed and described on Exhibit "A" attached to these questions?

**ANSWER:**

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3. Have these documents and records been produced for this deposition, bates numbered, and delivered to the officer taking this deposition?

**ANSWER:**

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4. Are you the custodian of these documents or records for **SM ENERGY COMPANY f/k/a ST. MARY'S LAND & EXPLORATION CO.?**

**ANSWER:**

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5. What is the Bates number range for the documents and records produced for this deposition?

**ANSWER:**

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6. Are the documents and records produced for this deposition originals or photocopies of the original documents?

**ANSWER:**

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7. Are the documents and records produced for this deposition memoranda, reports, records or data compilations of acts, events, or conditions made at or near the time by or from information transmitted by, a person with knowledge?

**ANSWER:**

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8. Are these documents and records kept in the course of a regularly conducted business activity of **SM ENERGY COMPANY f/k/a ST. MARY'S LAND & EXPLORATION CO.?**

**ANSWER:**

---

9. Was it the regular practice of the business activity of **SM ENERGY COMPANY f/k/a ST. MARY'S LAND & EXPLORATION CO.**, to make the memorandum, report, record or data compilation reflected in these documents and records?

**ANSWER:**

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\_\_\_\_\_  
WITNESS, CUSTODIAN OF RECORDS FOR  
**SM ENERGY COMPANY f/k/a ST. MARY'S LAND &  
EXPLORATION CO.**

I \_\_\_\_\_, a Notary Public in and for the State of Colorado, do hereby certify that the forgoing answers of the witness were made by the said witness and sworn to and subscribed before me.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Colorado



## EXHIBIT "A"

Please produce the following documents relating to the leases described below:

- The executed leases;
  - Any option agreements, letters of intent to lease or side agreements relative to the leases;
  - Any agreements relative to amendment, modification or extension of the leases;
  - Any lease data sheets relative to the lease;
  - Sufficient documents to identify the bonus paid for the lease (total bonus and bonus per net mineral acre);
  - Any Lease Purchase Report ("LPR") and;
  - Any receipt or paid draft relative to the leases
- 
1. Memorandum of Lease, dated 4/24/2008 from Briscoe Ranch, Inc., as Grantor, to St. Mary's Land & Exploration Company, as Grantee, recorded in Volume 2583 Page 182 Oil and Gas Lease Records Webb County, Texas, comprising 8,240.00 acres of land, more or less, in such county.
  2. Memorandum of Lease, dated 11/10/2008 from Diana M. Stumberg, et al., as Grantor, to St. Mary's Land & Exploration Company, as Grantee, recorded in Volume 354 page 177 Oil and Gas Lease Records Dimmit County, Texas, comprising 6,880.00 acres of land, more or less, in such county.
  3. Memorandum of Lease, dated 3/1/2009 from Worthey Properties, Ltd., as Grantor, to St. Mary's Land & Exploration Company, as Grantee, recorded in Volume 2750 page 95 Oil and Gas Lease Records Webb County, Texas, comprising 5,470.07 acres of land, more or less, in such county.
  4. Memorandum of Lease, dated 4/24/2008 from Briscoe Ranch, Inc., as Grantor, to St. Mary's Land & Exploration Company, as Grantee, recorded in Volume 2583 page 188 Oil and Gas Lease Records Webb County, Texas, comprising 7,287.96 acres of land, more or less, in such county.
  5. Memorandum of Lease, dated 4/24/2008 from Briscoe Ranch, Inc., as Grantor, to St. Mary's Land & Exploration Company, as Grantee, recorded in Volume 2583 page 185 Oil and Gas Lease Records Webb County, Texas, comprising 9,600.00 acres of land, more or less, in such county.
  6. Lease, dated 11/1/07 from Mae Louis S. Carruth Trust (Bank of America), as Grantor, to St. Mary's Land & Exploration Company, as Grantee, recorded in Volume 2501 page 750 Oil and Gas Lease Records Webb County, Texas, comprising 5,040.00 acres of land, more or less, in such county.

7. Memorandum of Lease, dated 10/27/2008 from The Ed Rachal Foundation, as Grantor, to St. Mary's Land & Exploration Company, as Grantee, recorded in Volume 2680 page 180 Oil and Gas Lease Records Webb County, Texas, comprising 64,828.44 acres of land, more or less, in such county.
  
8. Memorandum of Lease, dated 10/29/2009 from Light Mineral Trust, et al., as Grantor, to St. Mary's Land & Exploration Company, as Grantee, recorded in Volume 379 page 825 Oil and Gas Lease Records Dimmitt County, Texas, comprising 15,200.00 acres of land, more or less, in such county.