

IN RE: § IN THE PROBATE COURT
§
§ OF
§
TEL OFFSHORE TRUST § TRAVIS COUNTY, TEXAS

**CORPORATE TRUSTEE’S NOTICE OF DEPOSITION
OF RNR PRODUCTION LAND AND CATTLE**

TO: Plaintiff RNR Production Land and Cattle, by and through its attorney of record, Shannon H. Ratliff, 600 Congress Avenue, Suite 300, Austin, Texas 78701.

Pursuant to Tex. R. Civ. P. 199, Defendant The Bank of New York Mellon Trust Company, N.A. (“BNYM”) as Corporate Trustee (“the Corporate Trustee”), will take the oral deposition of RNR Production Land and Cattle (“RNR”) at the offices of the Ratliff Law Firm, P.L.L.C., 600 Congress Avenue, Suite 3100, Austin, Texas 78701, for use in the above-styled and numbered action. The deposition will begin at 9:00 a.m. on February 23, 2017, in the presence of a certified court reporter and will continue from day to day until completed. The deposition may be video recorded.

Pursuant to Tex. R. Civ. P. 199.2(b), the Corporate Trustee requests examination on the matters set forth in the attached Exhibit A. Pursuant to Tex. R. Civ. P. 199.2(b)(1), RNR shall designate the person(s) to testify on its behalf. The person(s) designated shall appear and testify at the time and place set forth above.

You are invited to attend and cross-examine.

Respectfully submitted,

/s/ Craig A. Haynes

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ATTORNEYS FOR THE BANK OF NEW YORK
MELLON TRUST COMPANY, N.A., as
CORPORATE TRUSTEE OF THE TEL
OFFSHORE TRUST

CERTIFICATE OF SERVICE

I hereby certify that, on January 27, 2017, a true and correct copy of the foregoing has been served via Texas e-filing and email on Ad Litem, counsel for Ad Litem, counsel for Albert and Joyce Speisman, counsel for RNR Production Land and Cattle, counsel for Individual Trustees Gary C. Evans, Jeffrey S. Swanson, and Thomas H. Owen, Jr., and counsel for Individual Trustee Danny Conwill. I hereby certify that all other interested parties in this matter will be served in accordance with the Court's Order Directing Method of Service dated January 21, 2016.

/s/ Rachelle H. Glazer
Rachelle H. Glazer

EXHIBIT A

DEFINITIONS

In these requests and definitions the singular includes the plural and vice versa; likewise, the disjunctive includes the conjunctive and vice versa.

1. “BNYM” means The Bank of New York Mellon Trust Company, N.A., and any representatives acting, or purporting to act, on behalf of The Bank of New Mellon Trust Company, N.A. with respect to any matter inquired about in this discovery, including, but not limited to, all of its servants, employees, attorneys, consultants, sureties, indemnitors, insurers, and/or agents.
2. “Communication” and “communicate” means the transmittal of information (in the form of facts, ideas, inquiries or otherwise) by any means. It includes, without limitation, communications through Social Media.
3. “Concern” and “concerning” mean relating to, referring to, describing, evidencing or constituting.
4. “Conwill” means Danny Conwill, and any representatives acting, or purporting to act, on behalf of Danny Conwill with respect to any matter acquired about in this discovery, including, but not limited to, all of his servants, employees, attorneys, consultants, sureties, indemnitors, insurers, and/or agents.
5. “Corporate Trustee’s Answer” means the Corporate Trustee’s First Amended Answer to RNR’s Original Petition as Realigned Plaintiff and Counterclaim, and any supplemental and amended Petition that may be filed.
6. “Document” includes the original and any non-identical copies of any written or graphic matter, however produced or reproduced. It includes communications in words, symbols,

pictures, sound recordings, films, tapes, and information stored in, or accessible through, computer or other information storage or retrieval systems (including without limitation, tablets, i-Pads, cameras, phones, answering machines and other devices capable of storing information), together with the codes and/or programming instructions and other materials necessary to understand and use such systems. It includes without limitation, emails, voicemail messages, text messages, and communications on Social Media, electronic files, desk files and calendars. "Document" includes electronic and magnetic data that is responsive. Such data should be produced in its native format, including any metadata, on flash drives or other appropriate storage devices.

7. "Evans" means Gary C. Evans, and any representatives acting, or purporting to act, on behalf of Gary C. Evans with respect to any matter acquired about in this discovery, including, but not limited to, all of his servants, employees, attorneys, consultants, sureties, indemnitors, insurers, and/or agents.
8. "Karisch" and "Ad Litem" mean Glenn M. Karisch, as purported attorney ad litem for the unit holders of TEL Offshore Trust who were served by publication and did not answer or appear in this proceeding, and any representatives acting, or purporting to act, on behalf of Glenn M. Karisch with respect to any matter acquired about in this discovery, including, but not limited to, all of his servants, employees, attorneys, consultants, sureties, indemnitors, insurers, and/or agents.
9. "Owen" means Thomas H. Owen, Jr., and any representatives acting, or purporting to act, on behalf of Thomas H. Owen, Jr. with respect to any matter acquired about in this discovery, including, but not limited to, all of his servants, employees, attorneys, consultants, sureties, indemnitors, insurers, and/or agents.

10. "Person" means any natural person, corporation, association, firm, partnership, or other business or legal entity, and the officers, employees, agents, servants, attorneys, or representatives of such entities, as the context requires.
11. "Petition" means RNR's Original Petition as Realigned Plaintiff, and any supplemental and amended Petition that may be filed.
12. "RNR" means RNR Production Land and Cattle, and any representatives acting, or purporting to act, on behalf of RNR, with respect to any matter inquired about in this discovery, including, but not limited to, all of its servants, employees, attorneys, consultants, sureties, indemnitors, insurers, and/or agents.
13. "Royalty Properties" means certain oil and gas properties referred to in paragraph 14 of the Petition.
14. "Social Media" means all internet-based sites through which one can communicate with the public or selected members of the public. It includes internet message boards, blogs and sites such as Facebook, MySpace, Twitter, LinkedIn, Plaxico and similar sites.
15. "Suit" means the matter in which this discovery is served.
16. "Swanson" means Jeffrey S. Swanson, and any representatives acting, or purporting to act, on behalf of Jeffrey S. Swanson with respect to any matter inquired about in this discovery, including, but not limited to, all of his servants, employees, attorneys, consultants, sureties, indemnitors, insurers, and/or agents.
17. "TEL Partnership" means the TEL Offshore Trust Partnership.
18. "TEL Partnership Agreement" means the agreement(s) creating and law governing the TEL Partnership.
19. "Trust" means the TEL Offshore Trust.

20. "Trust Agreement" means the TEL Offshore Trust Agreement.
21. "Tenneco Offshore" means Tenneco Offshore Company, Inc.
22. "Trustee," "Trustees," "Defendant" and "Defendants" means any one or more or all of BNYM, Evans, Conwill, Swanson, and Owen, as defined herein.
23. "Unit Holder" means any of holders of units in the Trust.
24. "You," and "your", mean the party or parties to whom the discovery is directed and that party's agents, servants, representatives, attorneys, consultants, sureties, indemnitors, insurers or employees, past and present, to the extent such persons acted or purported to act on behalf or possess information or documents with respect to any matter inquired about herein.
25. "Written Statement" includes any written or graphic statement signed or otherwise adopted or approved by the person making it and any stenographic, mechanical, electrical, or other records, or a transcription thereof, which is a substantially verbatim recital of an oral statement by the person making it and which was contemporaneously recorded. "Statement" means any statement, whether written or oral.

SUBJECT MATTERS OF TESTIMONY

1. RNR's owners and organizational structure, including positions and persons holding those positions.
2. RNR's acquisition of interests in the Tel Offshore Trust, including timing, accounts, number of units, purchases, sales, price, valuation, monies received from the Trust, and information provided to RNR.
3. Net Profits Interest sold to RNR.
4. RNR's allegations in the Petition, including that the Corporate Trustee breached its fiduciary duty by not selling the Net Profits Interest or some of the Trust property, and by not terminating the Trust, earlier. This topic also includes any criticism of the Corporate Trustee for continuing to pay Trust expenses; allegedly failing to make disclosures; alleged self-dealing; purchasing D&O Insurance in 2011; conducting partial sales of the Net Profits Interest; and borrowing from an affiliated bank in 2014-2015. This topic also includes the allegation that the Corporate Trustee failed to follow the compensation requirements of the Trust Agreement.
5. RNR's allegation that the Trust should have been terminated on or about May 15, 2009, before RNR purchased its interest in the Trust.
6. The Degolyer & MacNaughton reports, including the October 31, 2008 report, and the May 15, 2009, update.
7. SEC filings the Trust made, including in 2009 and 2010, and the March 2009 10-K, referenced in RNR's Petition.
8. Termination of the Trust and options regarding same.
9. Sales of the Trust assets in 2011, 2013, and 2014.

10. Trust Agreement provisions pertinent to the allegations of RNR.
11. Damages alleged to the Trust.
12. Damages alleged by RNR; including “actual damages sustained and an amount sufficient to make RNR whole for its purchase of units,” as alleged in the Petition and allegations of disgorgement.
13. The amounts RNR has allocated for its allegation that it is due the “proportionate share of unnecessary administrative expenses incurred by the Trustee on the Trust’s behalf, unnecessary management fees and expenses associated with the continued existence of the Partnership and the decline in the value of the Trust’s property.”
14. RNR’s claim for an accounting.
15. RNR’s allegations of gross negligence, intentional conduct, and bad faith.
16. RNR’s allegations of fee forfeiture and punitive damages.
17. RNR’s allegations of false statements.
18. Communications with the Trustees.
19. Facts relevant to the Corporate Trustee’s Answer.
20. RNR’s attorneys’ fees and expenses in connection with this Suit, including the terms of the engagement of RNR’s attorneys.