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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 February 14, 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. The facts and circumstances surrounding the Net Profits Interest ("Interest") sold to RNR, as well as the units purchased by RNR, including (a) RNR's due diligence and knowledge concerning the Trust; (2) reasons RNR purchased same; (3) amount paid; (4) monies or distributions received from units or the Interest; (5) factors considered and relied upon; (6) RNR's contention as to the values of the Interest or units at the time of purchase and afterward; and (7) any sales or attempts to sell the Interest or the units by 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, including (a) how RNR learned of the reports; and (b) how the reports affected RNR.
7. SEC filings the Trust made from 2008-2014, including the March 2009 10-K, referenced in RNR's Petition, including (a) what RNR knew concerning the SEC filings; (b) what the SEC filings meant to RNR; and (c) why RNR bought or failed to sell shares in light of the SEC filings.
8. Termination of the Trust and options regarding same, including what RNR claims the Trustees should have done and at what point in time.
9. Sales of the Trust assets in 2011, 2013, and 2016 (i.e., the two sales to RNR and the one sale that resulted in the segregated account), including (a) what was RNR's involvement in the sales; (b) RNR's view of the sales; and (c) value of the sales.
10. RNR's understanding of Trust Agreement provisions pertinent to the allegations of RNR and understanding of Trust Agreement provisions that RNR relies upon.
11. Damages alleged to the Trust, including (a) whether RNR is suing for the entire Trust; and (b) the description of such damages.
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. The factual basis for RNR's claim for an accounting.
15. The factual basis for RNR's allegations of gross negligence, intentional conduct, and bad faith.
16. The factual basis for RNR's allegations of fee forfeiture and punitive damages.
17. The factual basis for RNR's allegations of false statements, including the false statements, reliance, and harm.
18. Communications with the Trustees.
19. Facts relevant to matters set forth in the Corporate Trustee's Answer, including (a) Trust Agreement provisions and (b) the Corporate Trustee's factual defenses.
20. RNR's attorneys' fees and expenses in connection with this Suit, including the terms of the engagement of RNR's attorneys.
21. Facts surrounding the settlement with the Individual Trustees and the terms of the settlement.