

Dana DeBeauvoir  
Travis County Clerk  
C-1-PB-14-001245  
Guy Dalessio

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May 26, 2016

Probate Clerk  
Travis County Probate Court  
Travis County Court House  
Austin, TX

Re: *In Re Tel Offshore Trust*; Cause No. C-1-PB-14-001245; In the Probate Court of  
Travis County, Texas.

Dear Clerk:

On behalf of The Bank of New York Mellon Trust Company, N.A., as Corporate Trustee,  
and Gary C. Evans, Jeffrey S. Swanson, and Thomas H. Owen, Jr., as Individual Trustees, I am  
this date e-filing with the Court the following:

(1) proposed Order as to the Motion for Entry of Protective Order.

I am also paying the \$2.00 fee for the signature for the Order.

Thank you for your assistance with this filing.

Very truly yours,

/s/ Georgia L. Lucier

Georgia L. Lucier

10677:219287:dlr

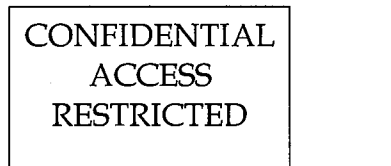


provided such third party has the right to make the disclosure to the receiving party.

- e. a unit holder or its representative (including the Attorney Ad Litem) had a right to receive independent of this litigation and without any restriction on its use.

4. *Procedure.*

- a. *Designation.* To designate information as confidential, a Producing Party must mark it or identify it on the record. Either designation may be withdrawn.
- b. *Marking.* The Producing Party must mark each page of documents or each significant component of other objects. The deponent or a party will mark deposition transcripts and the party asserting confidentiality will mark hearing transcripts. A mark similar to these will be used:



- c. *Timing.* Documents and other objects must be designated before disclosure. Transcripts must be designated within 30 days of receipt; all transcripts are confidential for 30 days after receipt.
- d. *Application.* This order applies to information in this case (a) furnished by parties and non-parties and (b) derived from confidential information.
- e. *Errors.* Accidental disclosure of information does not waive the confidence or privilege if the producing party designates the information as confidential within ten days after discovering the accidental disclosure. Those who knowingly receive an inadvertent disclosure must return the information to the Producing Party within ten days after receiving a request for its return and make no use of it.

5. *Who.* Confidential information may be provided to and used only by:

- a. Parties to this Protective Order, including their officers, directors, partners, members and employees of the party (or a party's managing member or partner or other controlling entity) who are involved in the prosecution or defense of this case;

- b. The Court;
  - c. Court reporters (including audio and video);
  - d. Special masters;
  - e. Mediators;
  - f. Parties' counsel and their employees, agents and service providers (such as copy services);
  - g. Others specifically identified in writing by the Producing Party and who sign the Acknowledgement attached as Appendix A;
  - h. Unit Holders who sign the Acknowledgement attached as Appendix A; and
  - i. Witnesses (including expert witnesses and consulting experts).
6. *Where.* Confidential information must be used only in the above-captioned litigation.
7. *How.*
- a. *Acknowledgment.* With the exception of Parties and their counsel as defined above, people and unit holders having access to confidential information must sign an Acknowledgement of Order Protecting Confidentiality in a form similar to Appendix A. Nothing herein shall require a Party to send an Acknowledgement signed by a consulting expert to the producing party or otherwise disclose a consulting expert to the producing party.
  - b. *Filings.* No pleading will be sealed. If confidential information must be filed, file it under seal as an appendix to the instrument that refers to it. File as little of the source document as possible. References in the instrument must be sufficiently abstract not to disclose the information.
  - c. *Disclosure at Depositions, Hearings and Trial*
- Information disclosed at a deposition may be designated by any party as Confidential Information by indicating on the record at the deposition that the testimony is Confidential. A witness may during a deposition or at any hearing or trial be examined concerning Confidential Information and shown documents and things containing Confidential Information but

any deponent or witness not otherwise authorized to have access to copies of documents or testimony containing Confidential Information shall not retain or copy portions of the transcripts of their depositions or testimony or any documents that contain Confidential Information not provided by them or the entities they represent. Any party may furnish a witness who is not a party or a representative of a party a copy of this Order before the witness is examined about or asked to produce potentially Confidential Information

Any party also may designate information disclosed at a deposition, hearing or trial as Confidential Information by notifying all parties in writing not later than 30 days of receipt of the transcript of the specific pages and lines of the transcript that should be treated as Confidential Information thereafter. Each party shall attach a copy of each such written notice to the face of the transcript and each copy thereof in that party's possession, custody, or control.

To the extent possible, the court reporter shall segregate into separate transcripts information designated as Confidential Information with blank, consecutively numbered pages being provided in a nondesignated main transcript. The separate transcript containing Confidential Information shall have page numbers that correspond to the blank pages in the main transcript.

Counsel for a party or a nonparty witness shall have the right to exclude from depositions any person who is not authorized to receive Confidential Information pursuant to this Protective Order, but such right of exclusion shall be applicable only during periods of examination or testimony during which Confidential Information is being used or discussed.

*d. Consent to Disclosure and Use in Examination*

Nothing in this order shall prevent disclosure beyond the terms of this order if each party designating the information as Confidential Information consents to such disclosure or if the court, after notice to all affected parties and nonparties, orders such disclosure. Nor shall anything in this order prevent any counsel of record from utilizing Confidential Information in the examination or cross-examination of any person who is indicated on the document as being an author, source, or recipient of the Confidential Information, irrespective of which party produced such information. Nothing herein shall limit in any way a supplying party's right to use or disclose its own Confidential Information for any purpose.

8. *Challenges.* A party shall not be obligated to challenge the propriety of a designation of Confidential Information at the time such designation is made, and a failure to do so shall not preclude a subsequent challenge to the designation. In the event that any party to this litigation disagrees at any stage of these proceedings with the designation of any information as Confidential Information, the parties shall first try to resolve the dispute in good faith on an informal basis, such as by production of redacted copies. If the dispute cannot be resolved, the objecting party may invoke this order by objecting in writing to the party who designated the document or information as Confidential Information. The designating party shall then have 10 days to move the court for an order preserving the designated status of the disputed information. The disputed information shall remain Confidential Information unless and until the court orders otherwise. Failure to move for an order shall constitute a termination of the status of such item as Confidential Information.
9. *Return.* This order survives the termination of this case. Except as provided below or as the parties may otherwise agree, within ninety days of termination, the parties must (a) return original documents with confidential information or (b) destroy copies of them. This obligation to return or destroy Confidential Information shall not apply to any information that has been used as evidence at any trial or hearing. In addition, the Parties' counsel may retain Confidential Information and work product reflecting Confidential Information but such information will remain subject to this Order
10. Nothing in this Order shall prohibit the parties from seeking an order of the Court regarding the production or protection of these materials in the future.

Signed \_\_\_\_\_, 2016.

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PRESIDING JUDGE

**AGREED:**

ANDREWS KURTH LLP

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and THOMAS H. OWEN, JR.

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ATTORNEY FOR DEFENDANT  
RNR PRODUCTION LAND AND CATTLE



APPENDIX A

CAUSE NOS. C-1-PB-14-001245; C-1-PB-16-000096

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

**ACKNOWLEDGEMENT OF ORDER PROTECTING CONFIDENTIALITY**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Role in Lawsuit:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Consulting Expert        | <input type="checkbox"/> Testifying Expert | <input type="checkbox"/> Court Reporter |
| <input type="checkbox"/> Other Witness            | <input type="checkbox"/> Party Employee    | <input type="checkbox"/> Unit Holder    |
| <input type="checkbox"/> Attorney for Unit Holder |  |   |

Aligned with:

- |  |
|--|
| <input type="checkbox"/> This party: _____     |
| <input type="checkbox"/> This non-party: _____ |

I have read and I acknowledge that I am bound by the Order Protecting Confidentiality. I submit to the jurisdiction of this Court in the captioned matter, and understand that sanctions may be imposed upon violation of the Order.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2016.

Signed: \_\_\_\_\_