

CAUSE NO. 2012-73666

DECAGON COMPANY LIMITED, ET AL. §
Plaintiffs §
v. §
DR. HASSAN MEGUID, ET AL. §
Defendants §
§

IN THE DISTRICT COURT
HARRIS COUNTY
270th JUDICIAL DISTRICT

CORRESPONDENCE¹

Unofficial Copy Office of Marilyn Burgess District Clerk

¹ Attached please find: Plaintiffs' Opposed (Second) Plea in Abatement and Motions to Stay and/or Abate Both Subsequently Filed Suits as filed in the 129th Judicial District Court, Harris County, Texas in Cause No. 2013-12246.

CAUSE NO. 2013-12246

NEWTON B. SCHWARTZ, SR.,
INDIVIDUALLY, AND
AS TRUSTEE OF THE KEMPER,
QUEEN & SCHWARTZ, JR, TRUST,
A TEXAS TRUST¹
Plaintiffs

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

v.

MICHAEL C. PIERCE;
CHARLES BENTON
MUSSLEWHITE, SR.; JEFFREY
BENTON MUSSLEWHITE;
CAROLYN DIAZ MUSSLEWHITE
Defendants

129TH JUDICIAL DISTRICT

PLAINTIFFS’ OPPOSED (SECOND) PLEA IN ABATEMENT AND MOTIONS TO STAY AND/OR ABATE² BOTH SUBSEQUENTLY FILED SUITS

TO THE HONORABLE JUDGE OF SAID COURT

As Plaintiff was preparing to file the following Pleas in Abatement and Stay, he received a telephone call Friday afternoon from Benton Musslewhite’s counsel Jonathan Axelrad. Axelrad said he prepared tentative, subject to the Kassab/Lester, plans consistent with and implement on previous July 1, 2016 Mediation Agreement. In it NBS’ agreed voluntarily to turnover the Artifacts “Patramali” and “Water Lilly”, from Frost National Bank’s safety deposit box utilized during the years in the 270th District Court before Hon. Judge Brent Gamble, to a jointly controlled, three party controlled, safety deposit box or subject to other Court approval. It is a

¹ See *Thompson v. Vinson & Elkins*, 859 S.W.2d 617, 623, (Tex.App.—Houston [1st Dist.] 1993, writ denied); and see *Coverdell v. Mid-South Farm Equip. Ass.*, 335 F.2d 9, 13, 14 (6th Cir. 1964) “...(a trust cannot sue or be sued, but rather legal proceedings are properly directed at the trustee)...”; Restatement (Second) of Trust 2 (1959) (a trust is a “relationship”)

² The Plea in Abatement to stay supplements the previous preexisting Agreed TRCP Rule 11 Agreed Orders in effect to stay and abate (Pleas in Abatement) . This Plea in Abatement and Motion to Stay applies as a mater of law in this Court versus Decagon/Lester parties and in this Court their TRO filed in the Ancillary (80th District Court) in this Court and now hearings on Temporary Injunction set for July 25, 2016 270th Judicial District Court in which dominant jurisdiction lies for the inherently interrelated 2012 filing first in the 270th Judicial District Court.

jointly controlled depository. Mr. Axelrad stated that Hon. Frank Price (retired Judge), had agreed to act as Receiver for controlling both above Artifacts under: (1) a joint written, tri-party, controlling agreement requiring approval from (A) The Kassab Law Firm attorneys for Lawrence J. Lester (Lester) and Decagon Company Limited (Decagon); (B) Newton B. Schwartz, Sr. and Trustee, pro se; and (C) Jonathan Axelrad or Thomas Lightsey, III, as attorneys for Benton Musslewhite, Sr. (BM). If such proposal is accepted by all three parties and by the Court at the hearing on July 25, 2016, it will: render moot the presently filed and pending Motion for Receivership and (2) Order of Sequestration as prayed for and filed and pending respectfully in the 129th and 125th District Courts.

If the Court approves this, written in open court per Rule 11 TRCP, including both such CPRC Chapter 62 and 64, Receivership and Sequestration Chapters, proposed by the above parties named, Plaintiff NBS will waive and withdraw only his following filed Pleas in Abatement and Motion to Stay only. NBS expressly reserves, maintains, and pleads all of his causes of action and claims including to be filed compulsory and permissive counterclaims against Decagon and Lester and BM, to be filed after service upon him, including, but not limited to, his contractual attorney's fees and costs per Texas Disciplinary Rule DR 1.04 (a)-(g), inclusively, and alternatively DR 1.04(g)(1) and (2) per TRCP 48, Quantum Meruit, and DR 1.04(g)(1) and (2) above for his usual, customary, necessary and reasonable attorney's fees and expense actually paid and incurred on behalf of Lester and Decagon and BM per DR 1.04(g)(1) and (2) and CPRC Chapter §37.009 as just and equitable.

Comes now Plaintiff, Newton B. Schwartz, Sr., in all capacities of his capacities ("NBS" hereinafter), and, in the alternative per TRCP 48, moves to further additionally abate and to further stay in this Court pending mandatory transfer to the prior first filed dominant jurisdiction

in the 270th Judicial District Court of Harris County, Texas Cause No. 2012-24699; *Decagon Company Limited, et al v. Wells Fargo Bank, NA, et al*; filed in the 270th Judicial District Court. As grounds and factual and legal reasons, there is now be filed, in addition to the above caption, number, and named, a third Harris County Civil District court suit which involves and implicates the same party and issues previously from filed in (1) 2012 in the above 270th and (2) filed by Decagon Company Limited and Lawrence J. Lester, as Plaintiffs, versus Newton B. Schwartz, Sr., and Law Office of Newton B. Schwartz, Sr. (NBS), and Benton Musslewhite and Law Office of Benton Musslewhite (BM); Cause No. 2016-47122, in the 125th Judicial District Court, Harris County, Texas filed on July 15, 2016 at 3:59 p.m. Plaintiff shows:

I. HISTORY AND BACKGROUND

1. The original dispute and original and amended Petitions filed by BM and NBS by Decagon Company Limited and Lawrence Lester v. Wells Fargo Bank, Dr. Hassan Meguid, et al³ were first filed on March 12, 2012 in the 270th Judicial District Court, Cause No. 2012-14699. All causes of action pled therein and all necessary and proper parties were joined and all causes of actions were realleged. After a non-suit was entered on or about April 27, 2012, an Order granting non-suit was filed and entered on or about April 27, 2012, without prejudice; and

1A. Upon refiling on or about (December 14, 2012), it was properly administratively transferred, sua sponte, by the Administrative Judge of the Civil District Courts of Harris County, Texas case correctly in compliance with governing Local 3.2.2 Rules of the Civil District Courts of Harris County, Texas: and

1. A prior Order of dismissal of this case in the 270th was signed and entered (May 9, 2013), it was then refiled (December 14, 2012). This included the same parties, claims and

causes of action first in Cause 2012-73666³, later filed herein in above Cause No. 2012-12246 in the 190th District Court. This filing was administratively re-assigned to the 270th Judicial District Court per Local Rule 3.2.2, without any Motion, hearing or Court order. It was transferred by the Administrative Judge of the Civil District Courts of Harris County, Texas and the Civil District of Harris County, Texas by the presiding Harris County Administrative Judge to the 270th Judicial District Court per Local Rules of the Civil District Courts of Harris County, Texas 3.2.2.

2. On or about June 20, 2016, the same Benton Musslewhite, Sr., (hereinafter “BM”), through his counsel, attorneys Axelrad and Lightsey, filed and were granted ex parte without getting a Temporary Restraining Orders, (a TRO), which was thereafter improperly and unauthorizedly transferred to and retained in this 129th District Court involving the same parties and issues previously first filed on March 12, 2012 above in the 270th. After the TRO ex parte granting by presiding Ancillary Judge Larry Weiman and a bond of \$300 filed, it was erroneously and unauthorizedly filed in and transferred in this 129th District Court. In fact and as a matter of law it was required to be refiled and/or transferred administratively per Local Rule 3.2.2 to the above 270th District Court where dominant jurisdiction lies and first lay for these inherently interrelated parties, claims, and causes of action.
3. Likewise, the recent July 15, 2016 filing of (Cause No. 2016-47122) in the 125th District Court, represented by the Kassab Law Firm, by the same parties Decagon Company Limited and Lawrence J. Lester per Plaintiffs’ Original Petition, Request for Declaratory

³Cause No. 2012-14699-- Decagon Company Limited and Lawrence J. Lester v. Dr. Hassan Meguid; Gemological Institute of America; Verdant Technology Solutions, LLC; Federal Express Custom Critical Division; Eric Jergensen; Barbara Guibord; Aracely Senz; Contour Composites, Inc. (of Woods Cross, Utah); Selipos Technical Limited; Dr. Debashis (Deba) Gosh; Joseph G. Homsy; Sudashan (Sunny) Ganjigatte; Charles River Associates; and/or CRA International.

Judgment, Request for Injunctive Relief, and Request for Disclosure, must also be administratively transferred to the 270th District Court, Harris County, Texas, (1) per Local Rule 3.2.2 above; and (2) as a matter of law per *Wyatt v. Shaw Plumbing Co.*, 760 S.W.2d 245 (Tex. 1988) and *In re J.B. Hunt Transport, Inc.*, 2016 WL 3159215 (May 27, 2016), et seq. A prior stay and abatement Order was already in effect in this 129th District Court prior to both the above June 20, 2016 (129th) and July 15, 2016 (125th) filings, staying and abating all claims and all causes of action filed both above in the 129th District Court per (1) Rule 11 Agreement of counsel NBS, pro se and Jeffrey Musslewhite for Michael Pierce, himself, Benton Musslewhite and Carolyn Musslewhite staying and abating all proceedings in this 129th District Court and also abating and staying above July 15, 2016 filing by Lester/Decagon.

4. Additionally and wholly independently as a matter of law under the Texas Supreme Court case of *Wyatt v. Shaw Plumbing Co.*, 760 S.W.2d 245 (Tex. 1988) and more recently its reaffirming by the unanimous Texas Supreme Court opinion *In re J.B. Hunt Transportation Co.*, a mandamus original proceeding. 2016 WL 3159215 NOTICE: THIS OPINION HAS NOT BEEN RELEASED FOR PUBLICATION IN THE PERMANENT LAW REPORTS. UNTIL RELEASED, IT IS SUBJECT TO REVISION OR WITHDRAWAL. (Opinion delivered May 27, 2016). All actions filed subsequently above here in this Court and in the (2) 125th Judicial District Court both must be, as a matter of law, be abated and stayed and both must be transferred to the 270th Judicial District Court, Harris County, Texas and additionally per Local Rule above 3.2.2 for hearing on Temporary Injunction and trials on prayers for Permanent Injunctions and also other relief prayed for.

5. This Motion to Abate and Stay strictly follows and conforms to (1) both above Supreme Court decisions and (2) Local Rules 3.2.2. This avoids and prevents the above two unauthorized later filed forum selection attempts by the identical parties Decagon Company Limited and Lawrence J. Lester, et al pleading same causes of action and issues implicating their same parties. Said case was last dismissed in 2012 in the 270th Judicial District Court without prejudice a second time by all parties (June 4, 2015). Local Rule 3.2.2 expressly covers these two later filings and requires Stay and Abatement pending transfer to the 270th Judicial District Court.
6. This case was originally filed in 2013 in the 129th Judicial District Court in disputes by and between NBS individually and as Trustee and Michael Pierce and the three above named Musslewhites and not involving or having anything at all to do with Lester, Decagon and/or Dr. Meguid, et al's issues. Nothing was pled or related to the two recently filed causes of action parties above including as to NBS' and/or BM's present possessing, having possessing liens and/or contractual attorneys' fees and costs including for quantum meruit in the alternative and all of each of their other lien rights, ownership, possession and/or control and attorneys' fees and costs for receipt of sale proceeds resulting from monetization of the remaining two of five ("Patramali" and "Water Lilly"). These were two of the five gems/artifacts herein, recovered by NBS and Benton Musslewhite (BM hereinafter) as attorneys of record for Decagon and Lester in the above original 2012 suit in the 270th Judicial District Court. Later NBS, withdrew on or about September 19, 2014, for good cause shown as alleged here and hereinafter, and thereafter intervened as Intervenor per TRCP 60 after his withdrawal after his and BM's joint

recovery of all five gems/artifacts⁴. Two “Sritawan” and “Snowman” were turned over to and delivered to Lester/Decagon clients. No documentation was thereafter ever received from Lester/Decagon or exhibits although frequently requested of Lester/Decagon as to their disposition, whereabouts, or monetization. No documentation has ever been furnished by Lester/Decagon requested since June 8, 2012. There is no written documentation or other confirmation in writing as to his unsupported, undocumented, purported delivery by Lester/Decagon to any U.S. Department of State staff member, named or licensed, of the U.S. Embassy in Singapore on or about June 22, 2012 or since nor any confirmation of this from the U.S. Embassy or the U.S. Department of State to date.

7. NBS on September 19, 2014 did withdraw as counsel for Decagon/Lester, by reason of good cause including, but not limited to (a) the above request from June 22, 2012 failures to this date of Lester/Decagon total repeated failures to document or account for the “Sritawan” or “Snowman” above and their status, where located and controlled by whomever and all other documents, including the amount or their monetization in lease, sale, or other documents and (b) total non-payment of attorney’s fees and/or any substantial costs paid and incurred after the successful recovery of all five artifacts⁴ for Lester/Decagon for non-payment of NBS’ contractual attorney’s fees and costs advanced and total failure, then and now, and (b) all documents of accounting for the monetary sale, lease, and/or all other dispositions and (3) all current documents identifying them, specific place, whereabouts of two of the five artifacts “Sritawan” and “Snowman” including any gifts, etc. or the above to the alleged U.S. Embassy in Singapore or since June 22, 2012 by Lester/Decagon to this date and (b) failure to account, then or now at all

⁴ Original five artifacts and gems: “Patramali”, “Sritawan”, “Water Lilly”, “Juno”, and “Snowman”.

prior to such NBS withdrawal or thereafter to date, with full reservation of all NBS' claims and causes of action to and (c) Lester, Decagon and BM's failure to disclose or account for either above artifact from then to present time of his and BM's share of the sale, lease and other monetary proceeds or monetization received from the first two such artifacts fees above by Lester, Decagon and BM to date of this filing. Lester/Decagon failed to pay NBS' attorney's fees contracted for and/or in the alternative per quantum meruit per Texas DR 1.04(a)-(g), including 1.04(g)(1) and (2).

8. The third artifact "Juno", was also recovered for and delivered to Lester and BM, as the third artifact delivered originally to Lester/Decagon and BM. They lost it due to their negligence including gross negligence per CPRC 11.001 (11)(A) and (B) as shown.
9. NBS was not a party to or privy to "Juno's" loss by Lester/Decagon and BM in the County Court at Law #4—Cause No. 1021068, resulting in a judgment in Harris County Court at Law #4 by Herzog & Carp for Wells Fargo's attorney's fees to Harry Herzog against Decagon Company Limited, Lawrence J. Lester and Benton Musslewhite in an opposed Motion for Summary Judgment and collected by statutory writs of execution, signed and entered December 4, 2012 and by Constable Rosen, Precinct 1 advertised a public to the highest bidder sale on May 5, 2015 per Texas Statute. Judgment was rendered and not appealed at all against the three above named parties for \$20,320 (principal) and \$1,172.34 (interest on principal); \$4,500 attorney's fees, plus future attorney fees in the event of appeal. It was not appealed by BM for himself or Lester or Decagon (Exhibit ZZ). Decagon and Lester, in writing, proposed to pay Herzog & Carp all such fees and expenses in April 2015, but failed to do so resulting in such May 5, 2015 public auction and sale.

II. EXCLUSIVE DOMINANT JURISDICTION AND VENUE LIES SOLELY AND EXCLUSIVELY IN THE 270TH JUDICIAL DISTRICT OF HARRIS COUNTY, TEXAS

10. The 270th District Court was the first Court in which suit was filed (2012) in which all of the above inherently interrelated issues were pled and raised and litigated by present appearing necessary and proper parties appeared and were joined. The most recent action included the recent 2016 filing by (1) BM and by his third party attorneys Axelrad and Lightsey on June 20, 2016 for the above TRO and Temporary Injunction. It was set on June 27, 2016 and reset for hearing July 25, 2016 for Temporary Injunction and now other additional relief in the 129th District Court was pled, heard, ruled upon and said case is twice stayed by (1) existing Plea in Abatement and Stay under, and a second, both by operation of law under the above Texas Supreme Court rulings in *Wyatt v. Shaw Plumbing Co.* and *In re J.B. Hunt Transport, Inc.*.

(2) Now July 15, 2016 Cause No. 2016-47122 in the 125th District Court was filed including all of these same parties Plaintiffs Decagon/Lester against BM, NBS and alleging the same or inherently interrelated, and similar, pleading the same issues and all necessary and proper parties as first filed in 2012 above. Per the above facts and dates of filing the first court to obtain venue and dominant jurisdiction over all above parties and common issues and disputes involving Decagon/Lester and the above five artifacts were all retained and recovered in the first filed the 270th Judicial District Court, Harris County, Texas in 2012 and in 2013.

A totally unrelated cause of action was first filed in the 129th District Court in 2013, but it was not until 2016 that the above inherently interrelated claims, causes of action and parties was filed in 2016, including for a Receivership and suit of

Sequestration CPRC Chapters 62 and 64 per above at p. 6, in the 129th and 125th District Courts above.

11. Per the above Local Rule 3.2.2 of the Civil District Courts of Harris County, Texas (3.2.2), Decagon/Lester and BM's counsel's and (b) Decagon/Lester's recent attempted forum shopping, filing and obtaining of a Temporary Restraining Order, which it was ruled on by presiding, rotating Ancillary Judge Weiman in the 80th District Court but thereafter illegally and unethically transferred to the 129th District Court. This was in violation of (1) strict compliance with the above Local Rules 3.2.2 and (2) above two Texas Supreme Court authorities herein. Both of these suits must be abated and stayed in this Court and in the 125th Judicial District Court. Jurisdiction cannot be impermissibly retained for the above case in this 129th or the 125th District Courts. This Motion to Stay and Plea in Abatement hearing of both Temporary Injunctions on June 27, 2016 and now as reset to July 25, 2016, are as a matter of law, are stayed and abated above by reason of such later filed identical inherently interrelated parties and causes of action first filed in the 270th Judicial District Court.
12. Likewise the July 15, 2016 citing in the 125th District Court by Decagon, Lester and their successor attorneys and new successor counsel The Kassab Law Firm of Houston, Texas succeeding BM and long withdrawn since 2014 NBS. BM's counsel above were joined as Third party defendants by NBS in the 129th District Court, Jonathan Axelrad and Thomas Lightsey, III and including their professional corporations, The Axelrad Law Firm, PLLC and Law Office of Thomas N. Lightsey, III, P.C.
13. Such above actions both (1) Orders of abatement and (2) Orders of stay, prohibiting all actions and hearings including for Temporary Injunctions in both the 125th and this 129th

Judicial District Court, are mandatory per: *Wyatt v. Shaw Plumbing*, 760 S.W.2d 245 (Tex. 1988) and its most recent reaffirmation in the unanimous decision by Texas Supreme Court opinion in *In re J.B. Hunt Transportation, Inc.*, May 2016 WL 3159215, a unanimous Texas Supreme Court opinion, *Id.* at p. 4. (Opinion delivered May 27, 2016).

14. The above recovery of all five artifacts was in the 270th Judicial District Court in 2012-2013 by BM and NBS of all five artifacts suits which were first filed in 2012 and refiled per Local Rule 3.2.2 above in the 270th accomplished for contractual purposes and full scope of employment and (2) BM and NBS assigned not to monetize all five artifacts for Decagon/Lester in being represented by both BM and NBS and again in 2013, after withdrawal, and intervention per TRCP 60 by NBS. All of the proceedings (1) in this 129th Court and (2) in the Cause No. 2016-47122; 125th District Court case must be stayed and abated again after having already been previously stayed once and abated and both are and were presently in effect in this 129th District Court prior to and at that time and the date of filing the TRO (June 20, 2016).

III. ADDITIONAL STAY OF ALL PROCEEDINGS ISSUED IN THE 129th and 125th
DISTRICT COURTS OF HARRIS COUNTY, TEXAS

15. This Plea in Abatement and Stay is an addition to a prior stay order of all proceedings previously issued by Court order in the 129th District Court on July 27, 2015, by TRCP Rule 11 Agreement by counsel Jeffrey Musslewhite for Michael Pierce, et al and NBS plaintiffs. Lawrence Lester and his alter ego Decagon Company Limited are abated and stayed to including for June 25, 2016 date for hearing Temporary Injunction now rescheduled for July 25, 2016. Both are preempted by the 270th District Court above.

16. A totally unrelated later than 2012 Confidential Settlement Agreement later entered on July 1, 2016 in the 129th District Court. It did not relate at all, much less specifically, to the above Lester and Decagon litigation and dismissal and refiled per Local Rule 3.2.2 twice which was presented and heard commencing over years ago, in 2012-2015, first in the 270th District Court. Such suit was first filed involving the same inherently interrelated parties and is stayed and abated preempted by the earlier first filed 2012-270th District Court suit, in which both later 129th and 125th District Court suits are preempted upon each of their filings by all originally plead and include specifically all of the above Decagon/Lester claim issues as to all five recovered gems and artifacts⁴. Benton Musslewhite and Decagon/Lester parties and now Lester/Decagon parties represented by the Kassab Law Firm. Both later filed suits have now, without authority, legal or factual, and above impermissible attempts to usurp dominant original jurisdiction and venue filed their TRO⁵ and now Temporary Injunction in this 129th District Court and on July 15, 2016 in the 125th Judicial District Court. All above such temporary and permanent injunction hearings and all issues all must be tried in the 270th Judicial District Court where hearings are mandatory and exclusively in the 270th Judicial District Court.
17. All parties and counsel in the 129th and 125th Judicial District Courts and all parties and counsel are bound to and by these Pleas in Abatement and Stay Orders granting per Rule 11 TRCP Agreement granting abatement and stay. They are both mandatory and as a matter of law (1) stayed and (2) abated in this 129th and 125th District Courts and both should have automatically resulted in an Administrative Transfer upon each of their

⁵ Temporary Restraining Order are assigned in 14 day intervals between the rotating Ancillary court judges' Temporary Injunction must be heard and delivered in the 270th Judicial District Court. TRO, but not exceeding the 14 day maximum statutory time period per TRCP 681-693. All temporary and permanent injunctions and all other relief must be heard and ordered in the 270th Judicial District Court by the ruling including Texas Supreme Court authorities above and hereinafter.

filings per Local Rule 3.2.2 to the 270th Judicial District Court and (b) issue in an automatic stay and abatement of all proceedings above filed in this 129th District Court and in the July 15, 2016 filed in the 125th District Court. This Court lacks both venue and lacks subject matter jurisdiction.

18. One or both above Temporary Injunction hearings set for July 25, 2016 at 3:30 p.m., set in this Court cannot be heard or decided by this Court, which lacks both jurisdiction, including subject matter jurisdiction and/or venue. This Court is stayed and abated from hearing any Temporary or Permanent Injunctions because both arise out of the above filed TRO in the 80th District Court and the Kassab firm later July 15, 2016 Temporary and Permanent Injunctions filing for other relief in Cause No. 2016-47122 in the 125th District Court including Declaratory Judgment Request per CPRC §37.001-009 inclusively.

Plaintiffs Newton B. Schwartz, Sr., in all his capacities¹, per above TRCP, moves for the above reasons, legal and factual, (1) to stay and (2) to abate and (3) mandatorily as a matter of law and fact transfer both above later filed cases from the 129th and 125th Judicial District Courts respective to exclusive jurisdiction and venue to the 270th Judicial District Court of Harris County, Texas. It is in the 270th Judicial District Court that prior dominant jurisdiction and venue exclusively lay here because of their above inherently interrelated issues, causes of action and necessary and proper parties above. No joinder is required of any additional parties under *Wyatt v. Shaw Plumbing* (760 S.W. 2d 245 (Tex. 1988), and its most recent affirmation *In re J. B. Hunt Transport, Inc.*, May 27, 2016 WL 3159215 ante. The 270th Judicial District Court was the first Court exercising venue and exclusive dominant jurisdiction is the 270th Judicial District Court over all of the parties and the subject matters and issues including Temporary Injunction

and Permanent Injunction upon inherently interrelated parties, issues, and facts that are interrelated facts and subject matter per *Wyatt and J.B. Hunt Transport Id.* at above. All proceedings of all kinds in this 129th and 125th Courts are stayed and abated as a matter of law under the above Texas Supreme Court case and (2) Order agreed to per TRCP 11, by and between Defendant's attorney Jeffrey Musslewhite for the Pierce and Musslewhite parties and NBS Plaintiffs pro se and attorney. These Stay and Abatement orders were in effect prior to (1) filing by BM per counsel Axelrad and Lightsey and (2) Decagon and Lester's recent discharge of BM on or about July 15, 2016 (and their substitution of The Kassab Law Firm as their counsel).

The Texas Supreme Court's chronological history began in 1926.

(1) "...We have heretofore referred to cases holding the pendency of *23 a prior suit must be pleaded in abatement in the subsequent case in order to be available, although it involves a jurisdictional question. This, however, is not the only remedy in trial courts. The parties may, upon proper showing, receive from the court which first obtained jurisdiction an injunction enjoining the parties to the second action from maintaining it..." *Cleveland v. Ward*, 285 S.W. 1063. (Tex. 1926).

It was followed in 1988 by:

(2) "...When an inherent interrelation of the subject matter exists in two pending lawsuits, a plea in abatement in the second action must be granted. It is not required that the exact issues and all the parties be included in the first action before the second is filed, provided that the claim in the first suit may be amended to bring in all necessary and proper parties and issues. See 2 R. McDonald, *supra*, § 7.10, at 165. In determining whether an inherent interrelationship exists, courts should be guided by the rule governing persons to be joined if feasible and the compulsory counterclaim rule. See [Tex.R.Civ.P. 39, 97\(a\)](#)..." *Wyatt v. Shaw Plumbing Co.*, 760 S.W.2d 245, 246-247 (Tex. 1988).

It was followed in May 2016 by:

(3) *In re J.B. Hunt Transport, Inc.*, 2016 WL 3159215, at Par. II at p. 5:

"...Our analysis in this case proceeds in three distinct parts. First, we ask whether there is an inherent interrelation between the subject matter of the two pending lawsuits that triggers a dominant-jurisdiction question. Second, if an inherent interrelationship exists, we ask whether the trial court abused its discretion in denying J.B. Hunt's plea in abatement. And third, if the trial court did abuse its discretion, we ask whether J.B. Hunt is entitled to mandamus relief. We

answer “yes” to all three questions and conditionally grant J.B. Hunt's petition for writ of mandamus...--*Id.* at Par. II p. 5.

“...A. We begin our analysis by asking whether we must reach the dominant-jurisdiction question. Our decision in *Wyatt v. Shaw Plumbing Co.* explains that this question only arises “[w]hen an inherent interrelation of the subject matter exists in two pending lawsuits.”⁶³ ...inherent interrelationship exists, we then assess dominant jurisdiction...” *Wyatt v. Shaw Plumbing Co.*, 760 S.W.2d 245, 247, cited in *Id.* fn3 *In re J.B. Hunt Transport, Inc.*, 2016 WL 3159215.

These rulings and holdings are equally, applicably binding and mandatory here when, as here, all three above Judicial District Courts are in the same Harris County Civil Judicial and Second Administrative Districts and here all three in Harris County. This is one reason why Harris County Local Civil District Court Rule 3.2.2 was enacted in addition to prevent forum shopping by repeated filings until a certain one of twenty-two Civil District Courts sought is obtained and selected. Even if that was not intended here, the above Rule 3.2.2 and Supreme Court authorities, the above directives control.

In the alternative per TRCP 41 and 48 et seq., Plaintiff moves for consolidation for both discovery and for trial mandatorily required to be heard and tried in the 270th Judicial District Court, Defendants NBS and NBS. Trustee consolidation will be of all three above captioned and numbered cases, the latter two being recently filed, and parties and causes of action into the first to be filed in the 270th in 2012 above before Hon. Brent Gamble in the 270th in Cause No. 2012-73666. Judge Gamble spent three or more patient years presiding over numerous evidentiary and other hearings considering numerous Motions including proposals for sale, all with Lester's approval and acceptance. Some or many of the hearings are of record as Reporter's Record and filed for the available view by all new counsel including The Kassab Law Firm, which cited some of Judge Gamble's previous rulings as well as Motions not ruled on in their recently filed

⁶ 760 S.W.2d 245, 247 (Tex. 1988).

July 15, 2016. Consolidation will be (1) Temporary Injunction prayers and (2) BM counsel's Motion for A Receivership are preempted by the 270th Judicial District Court in detail extensively during its 2012-2015 period pendency and dismissal without prejudice with no appealed Final Judgment.

No new parties or no new claims or causes of action are required to be joined by Kassab attorneys in their July 15, 2016 Petition. They sued for \$10,000,000 instead of properly pleading and citing TRCP 47(c)(5), 'monetary relief over \$1million' which goes to the sky limit. On the very July 15th day lawsuit was filed, the BM and NBS parties had met and were negotiating a tentative Agreement, including a proposed Receivership now filed by them in this same unrelated venue and assigned by NBS on July 22, 2016 above (at p. 1), and placing and physically transferring further to the joint written agreement of the (1) Kassaab Law Firm, (2) Axelrad and Lightsey and (3) NBS in his capacities above.

Now as on July 1, 2016 in Mediation before Alan Levin, NBS agreed upon a structure for selling the two remaining artifacts, which NBS agreed to produce both of them under his, BM and BM's counsel's joint control. Now the Kassab Law Firm, representing Lester/Decagon may be substituted for BM, continued authorization and blessings over several years per BM, including treating any sales proceeds with a mutually agreed basic disbursement, how to administer any monetization or fundings, if any, which to date, there has been none known to NBS. Musslewhite and his attorneys Axelrad and Lightsey preferred appointing a Receiver, which they have now filed on July 20, 2016 and agreed upon appointment of Hon. Frank Price. NBS considered also with a proposed depositing all 100% recon and of all monetization funds, and proceeds, (if any, as of now), into the Court Registry of the Clerk of this Court in *custodia legis* to await Final Orders of Courts having jurisdiction in the 270th Judicial District Court.

However, NBS insisted that both procedures are subject to all further and final Orders of the 270th Court having dominant jurisdiction and venue, i.e., the 270th Judicial District Court over all above 2012 to date, inherently interrelated issues, causes of action and parties, and after Appeals.

Which three above (125th, 129th and 270th) Harris County Civil District Courts of now three has become a threshold issue required to be decided for now as early as July 25, 2016 at 3:30 p.m. and if, as, and when jointly confirmed by (1) Plaintiff NBS, (2) Kassab Law Firm for Lester and Decagon, and (3) Axelrad and Lightsey for BM, Agreement as to Receivership to preempt all such Motions for relief now pled. But this and all issues can only be decided in the 270th Judicial District Court.

NBS parties insist upon full compliance with the requirement of the Texas Supreme Court from 1926 to May 2016, 90 years that which the Courts has held by dominant, exclusive jurisdiction and venue is the first filed Court having jurisdiction over parties and all of the issues.

The \$1billion dollar plus appraisals are dubious and questionable appraised values of each of the five artifacts. No cash offer has ever been paid or received to date. Lester/Decagon found it was its then and now realleging billion dollar value allegations pled in 2012 by BM which resulted in Wells Fargo Bank's counsel Herzog and Carp to request in 2012-2013 that its customer Dr. Meguid remove them from the Wells Fargo Bank because of security concerns. This in part led to the later successful recovery from "...villains..." as alleged now by Kassab, the successful recovery of all five artifacts, was the purpose of the lawsuit. Decagon/Lester from 2012 and now by Lester in his declaration and "appraisals" valuation exhibits filed with his Petition for Temporary and Permanent Injunction and Request for Declaratory Judgment reallege such unsupported are in fact "greatly exaggerated". Such overvaluation are attested to by facts

including not one firm offer of a sale, lease, or other monetization or offers in hand has ever been received to date by BM or NBS. Only one prospective \$25 million offer at the time of the filing of the above suits. It is now terminated by Lester's declaration that the artifacts are not for sale and Plaintiff has reserved all of his remedies including those deployed previously in similar disputes involved including a mutually agreed Rule 11 TRCP agreed upon of future proceeds of all funds resulting from both the "Patramali" and "Water Lilly" monetization.

NBS has encountered similar situations in his career. In 2014, 3 events occurred. NBS sold as Trustee, the last parcel of 291 acres on U.S. Interstate 45 South, real property in Harris County, Texas purchased in 1971. Forty-three years earlier NBS also was paid attorneys' fees deferred by Probate Judge, the late Jim Scanlin resulting from sale of a homestead over twenty years earlier and (3) Probate Judge Mike Wood's approved payment to NBS for attorneys' fees earned in the 1990's, but not paid by John H. O'Quinn's Estate until 2015, six years after Mr. O'Quinn's death. This can

Per CPRC Chapter 62, Plaintiff would show that the same two Artifacts are now in the very same safety deposit boxes, at the same Frost Bank, N.A. Allen Center listed by Movant. This is where they were stored for two years or more under Order by Judge Gamble until June 2015 when they were moved to the Sarasota Florida Bank at the demand of Lester and Decagon and their attorney Benton Musslewhite, Sr. at the above expense of \$40,601.84 paid by NBS to facilitate the then proposed sale of both of them.

Prior to the one year expiration of the substantial \$10,000 rent for the safety deposit box in Sarasota, Florida, Plaintiff moved them back with BM's required prior written approval required by Sarasota Bank to the same safety deposit boxes where they are now deposited.

Lester acknowledges this in Kassab's Petition showing dates and photographs of NBS and BM at such box with such two Artifacts, "Patramali" and "Water Lilly" in Houston, Texas

Since their evaluation is exaggerated and overstated, Plaintiff will honor his July 1, 2016 mediation agreement to place them in a third party, jointly controlled safety deposit box at their Prosperity or other Bank depository or any other suitable and agreeable Bank, state or national FDIC insured.

The case is not terminated by Lester's above declaration. They are ripe for decision at a trial including on Temporary and Permanent Injunctions and all relief prayed for to be ruled on of all parties including compulsory and permissive counterclaim per TRCP 97, respective CPRC §37.001 Declaratory Judgment per CPRC §37.001-009, all to be heard in the 270th Judicial District Court.

Newton B. Schwartz, Sr. (NBS) in all his capacities, first received on July 20, 2016, late after hours from Jonathan Axelrad's "Lawrence Lester, Decagon Company Limited and Benton Musslewhite's Application and Affidavit for Writ of Sequestration and for Appointment of Receiver". Per p.1 above, if agreed, in writing, per TRCP Rule 11, to proposed terms, both gems will be surrendered further as was agreed to in writing at Mediation on July 1, 2016.

1. NBS will agree, subject to his above pending Plea in Abatement and Stay, to transfer to the 270th Judicial District Court and previous stay order to such appointment of a mutual agreeable Receiver with joined attorneys Jonathan Axelrad's and David Kassab's written approval of all three being required. All proceeding in all three District Courts, 125th and 129th are now stayed and abated as to all terms and provisions on motions by NBS; and including for

2. For the transfer physically of Patramali and Water Lilly to the above “Lawrence Lester, Decagon Company Limited and Benton Musslewhite’s Application and Affidavit for Writ of Sequestration and for Application of Receiver” (a) as applied for or writ; an (b) all three parties control by Receiver Hon. Frank Price to Prosperity Bank, at the 14060 Southwest Freeway, Sugar Land, Texas 77478.
3. That dominant subject matter and parties jurisdiction and venue lie where both lie excluding the 270th District Court pending hearing and determining trial and parties and the above Stay and Abatement of this case per above. Plaintiff NBS had agreed to per the attached Exhibit YY Agreement of Mediation on July 1, 2016 by Alan Levin, mediator with Axelrad and Lightsey, III and offered twice per TRCP 191.2 to meet with David Kassab by telephone or in person at his office at Plaintiff’s nearby office.
4. NBS contests and disputes Lawrence Lester including Lester’s false declarations (in part) of June 15, 2016 in part, Exhibit Z, including but not limited to NBS not having lawful or valid possession of “Patramali” and “Water Lilly” and (2) Lester’s declaration (Exhibit Z attached) that in fact “...the Artifacts are not for sale...”. This is a material recent change of Lester’s position and conduct over the past four years and until recently means that Decagon and Lester parties did not and do not intend to pay for four years of legal services and substantial expense paid by NBS exceeding \$40,601.84 per attached to monetize them as they agreed (both Lester’s contract fee agreement negotiated by BM for the same two Artifacts Patramali and Water Lilly recovered by BM and NBS from Dr. Hassan Meguid in 2013 for monetizing and using same to proceeds in part for the People of Thailand) is one breach of their contingent fee contract employment agreement and including DR 1.04(a)-(g) including (g)(1) and (2) in the alternative, as to these two when

NBS and BM obtained all 5 of them from Dr. Hassan Meguid and Wells Fargo Bank in 2012, in the 270th Judicial District Court. Lester approved Dr. Meguid's possession of two or three of the gems to monetize their use proceeds, inter alia, for the people of Thailand. In hindsight, Lester never intended to monetize and account for them. Lester has never intended for these two artifacts, "Patramali" and "Water Lilly" to be monetized to avoid payment of contractual attorneys' fees and costs, or under quantum meruit per D.R. 1.04(g)(1) and (2).

Lester/Decagon's Second Amended Contingent Fee Hourly Charge contracted as follows:

"...Upon recovery of the Thai Artifacts, Attorney will allow Clients to use such Thai Artifacts in a business-like loan arrangement in order to raise the money necessary to pay to Attorneys all fees and expenses due to Attorney under this paragraph and under paragraph and below..."

5. The 5th above named artifact, Juno, was in fact lost solely by BM acting alone with full authority as attorney for Decagon and Lester in Cause No. 1021068; *Herzog & Carp. v. Decagon Company Limited, et al*; In the County Court at Law No. 4; Harris County, Texas for a \$29,494.83 Judgment above, that NBS had to pay for. Lester failed per Exhibit XX to pay such expenses as agreed to avoid their attachment and foreclosure at Constable Rosen-Precinct 1 statutory May 5, 2015 auction and sale. It is adopted by reference per TRCP 58 and 59.
6. In addition, NBS has paid and incurred substantial expenses later marketing with Lester's prior approval and recovery uses of Lester's identical bank, Sarasota Vault Depository in Sarasota, Florida as attached including expenses of \$40,601.84 Exhibit WW,
7. The values pled such 5 artifacts are vastly inflated by Lester. In fact no offer of any amount has ever been received from 2012 to date for any of their purchase at any price

has been made and/or offers of sale. All past and this prospective sale were all approved by Lester and Decagon, and negotiated solely by their attorney BM, including the above one last offer the week of July 15, 2016 filing suit for \$25 million cash offer made for the two, Patramali and Water Lilly, is the last known offer.

8. At such July 25, 2016 temporary injunction hearings both are stayed and abated as a matter of law per *Wyatt v. Shaw Plumbing, Co.*, 760 S.W.2d 245 (Tex. 1988) and its most recent *In re J.B. Hunt Transport, Inc.* 2016 WL 3159215. The 129th and 125th Civil District Courts are required to recognize that the prior dominant jurisdiction and venue of the 270th Court solely to hear and decide the temporary injunction and joint Motion for Writ of Sequestration and appointment of Receivers (a) and all other issues and (b) any temporary or permanent injunction.

In order for Axelrad and Lightsey and Kassab to monetize their recent entries in this four year old case is to monetize these two remaining artifacts and BM's alleged breaches of fiduciary duties and failed responsibilities as outlined by Kassab's July 15, 2016 Petition. The Clerk's Record in the 270th Judicial District Court documents 4-5 failed attempts to monetize the two remaining artifacts, "Patramali" and "Water Lilly", all at NBS' substantial expense. The June-December unsuccessful foray and venture with Mark Denson cost NBS \$40,601.84 in one trip to Sarasota, Florida to transfer the two Artifacts, all preapproved and guided by Lawrence Lester and Decagon; and

BM must share in any recovery for his counsel to recover judgment with Decagon/Lester and Kassab.

Judge Gamble has seen and heard it all before and does not have to reinvent the wheel to cut to the chase and narrow the issues.

Lester/Decagon's position that the two Artifacts are not for sale is to avoid paying NBS and BM their attorney fees and NBS' substantial expenses even if under the alternative DR 1.04(g)(1) and (2). It was BM, not NBS who solely negotiated all prior and present monetization with Lester and for the last four years BM has spent at least "one-half of each waking day" conferring with Lawrence Lester and prospective purchasers to monetize their sale, etc.

The joint dismissal without prejudice, June 4, 2015, in the 270th District Court was negotiated exclusively by BM representing (1) Decagon/Lester; and (2) Mark Denson and (3) Dr. Hassan Meguid: it was then a requirement of then two prospective buyers sale of the two last remaining Artifacts to: (1) Chinese buyers and owners of a resort golf facility in California, negotiated by Mark Denson's connection with his sale of his "Juno". It was recovered May 5, 2014 by him at a statutory Constable Rosen, Precinct 1 public sale, lost by BM, Decagon and Lester for nonpayment of Herzog's attorneys' fees. This includes BM's concurrent long negotiated sale to Dr. Hassan Meguid and his purchaser group with funds from overseas accounts. Neither has materialized even to the earnest money or initial contract.

Now after three years of intense and expensive marketing, all negotiations by BM with Lester failed.

There has been no committed sale for any sum of money and not contractually agreed upon and demonstrated or attained fair market value for the two Patramali and Water Lilly. What disposition, if any was made by Mark Denson when he ceased communications in 2016?

The above offers are to compromise certain disputed claims and issues set forth above per Texas Rules of Evidence 408.

WHEREFORE since the present Administrative Judge of the Civil District Courts and/or the Clerk of the Harris County Civil District Court, including the Civil District Ancillary Clerk

must transfer both such later filed cases after such filings TRO filing on June 20, 2016 and Petition for Temporary Injunction filed July 15, 2016 per Local Rule 3.2.2 and (b) now after the above facts having been filed and now on the record called to the attention of Hon. Judge Michael Gomez (129th) and Hon. Judge Eric Carter (125th) and Hon. Judge Brent Gamble (270th) and the Harris County Civil District Court Clerk's attention and now to this Court earlier on June 20 and July 15, 2016, upon filing herein.

Plaintiff NBS moves to abate and stay and continue the recent Orders of Abatement and Stay both above granting and later filed in the 129th District Court and 125th District Court later filed to continue in effect for the above additional reasons, legal and factual, after due notice and hearing per TRCP and Local Rule and for their mandatory, appropriate, and consistent granting of relief of Stay and Abatement. This is required relief in deference to the prior above first filed 270th Judicial District Court's dominant jurisdiction which Plaintiffs show themselves to all above relief against Decagon Company Limited and Lawrence J. Lester and BM to be entitled to as held in (1) *Wyatt v. Shaw Plumbing Co.*, 760 S.W.2d 245 (Tex. 1988) and *In re Hunt Transportation Co.*, 2016 WL 3159215: "...under the principles of comity, convenience, and the necessity for an orderly procedure in the trial of contested issues..." *Wyatt v. Shaw Plumbing Co.*, Id. at 760 S.W.2d 245, 248 (1988), and for all other present and future relief which shall be timely filed and served.

Respectfully submitted,

/s/ Newton B. Schwartz, Sr.
NEWTON B. SCHWARTZ, SR., pro se
TBN: 17869000
VINCENT K. LO
TBN: 00798332
MABEL LEE-LO
TBN: 24010185
1911 Southwest Freeway

Houston, Texas 77098
Telephone: (713) 630-0708
Facsimile: (713) 630-0789
ATTORNEY FOR PLAINTIFF

CERTIFICATE OF CONFERENCE

Per TRCP 191.2, a conference, in person, was held on this matter (previously July 15, 2016 at the office of Jonathan Axelrad and Thomas Lightsey, III. On July 19, 2016, a telephone call was made to Kassab Law Firm at 8:06 p.m.

/s/ Newton B. Schwartz, Sr.
NEWTON B. SCHWARTZ, SR.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing instrument has been forwarded to all known counsel of record in accordance with Texas Rules of Civil Procedure on this 23rd day of July, 2016.

/s/ Newton B. Schwartz, Sr.
NEWTON B. SCHWARTZ, SR.

Jonathan Axelrad
THE AXELRAD LAW FIRM, PLLC
The Clocktower Building
3401 Allen Parkway, Suite 100
Houston, Texas 77019
Telephone: (713) 759-1600

Via Facsimile: (713) 759-6930
Via Email: ja@jaallp.com

Thomas N. Lightsey, III
LAW OFFICES OF THOMAS N. LIGHTSEY, III, P.C.
The Clocktower Building
3401 Allen Parkway, Suite 100
Houston, Texas 77019
Telephone: (713) 759-1600
Attorney for Applicants

Via Facsimile: (888) 805-0068
Via Email: lightsey@nol.net

Jeff Musslewhite
BROWN & MUSSLEWHITE
1770 St. James Place, Suite 100
Houston, Texas 77056

Via Facsimile: (888) 599-4190
Via Email: jeff@lbjmlaw.com

Telephone: (281) 810-8780
Attorney for Defendant Michael Pierce

Benton Musslewhite
Francisco Carrieria "Paco" Pitti

Mr. David Kassab
Kassab Law Firm
1420 Alabama St.
Houston, Texas 77004
Telephone: (713) 522-7400

Via Email: bentonmusslewhite@gmail.com
Via email: paco@carreirapitti.com

Via Facsimile: (713) 522-7410
Via Email: dek@texaslegalmalpractice.com

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nbs oper 2015
DECAGON -- SARASOTA TRIP
 June 1 through September 1, 2015

Date	Num	Name	Memo	Amount
Client				
Prof Servs				
06/15/2015	31173	TEXAS WATCH & DIAMOND	DECAGON - Appraisal of 2 gems - exchanged for a cashiers ck	10,000.00
06/16/2015	3233	TEXAS WATCH & DIAMOND	Brinks shipping & \$10 million insurance (total = \$6882.00) - Didn't use	6,800.00
06/17/2015		SARASOTA TRUST DEPOSITORY INC	DECAGON - SKR DEPOSIT BOX - Converted ck #31189 to a Wire Transfer	10,000.00
06/17/2015	31190	PRIORITY PROTECTION & INVESTIGATIONS...	DECAGON - FULL SECURITY- cashiers check	7,500.00
06/17/2015	31190	PRIORITY PROTECTION & INVESTIGATIONS...	2 Houston armed guards accompanying for full trip	
06/17/2015	31190	PRIORITY PROTECTION & INVESTIGATIONS...	2 Sarasota armed guards + all transportation	
06/17/2015		BANK CHARGE	WIRE FEE- DECAGON- SARASOTA TRUST DEPOSITORY	25.00
06/29/2015		DEPOSIT	TEX WATCH & DIAM CKS#2439 & 2441- REIMB 6/16 Brinks charge	-6,800.00
Total Prof Servs				27,525.00
Travel - Airfare				
06/18/2015		STARFLITE AVIATION	DECAGON - LEARJET 60 - Houston-Sarasota-Houston 6/17	12,538.30
06/18/2015		STARFLITE AVIATION	3% Credit Card charge (see cc pymt on 7/6 ck #31232)	376.15
06/18/2015		STARFLITE AVIATION	BM, NBS, PLS, Denson & 2 security guards	
Total Travel - Airfare				12,914.45
Travel - Other				
06/18/2015		PETTY CASH	DECAGON - Dinner PF Changs Sarasota 6/17 for 7 people	131.39
06/18/2015		PETTY CASH	Nbs, BM, Pls, 2 Hou guards, 2 Florida guards	
06/18/2015		PETTY CASH	DECAGON - 54.0 mi @\$.575/mi 6/15 & 6/17	31.00
Total Travel - Other				162.39
Total Client				40,601.84
TOTAL				40,601.84

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BENTON MUSSLEWHITE

Attorney at Law

1705 West Gray, Suite A
Houston, Texas 77019
Telephone: (713) 528-2000
Facsimile: (713) 526-8568

FACSIMILE TRANSMITTAL COVER SHEET

Date: May 2, 2014

Total number of pages including cover letter: 16

Re: Cause No. 1021068; *Harry Herzog v. Decagon Company Limited, et al.*; In the County Court at Law No. 4, Harris County, Texas

From: BENTON MUSSLEWHITE

To: Benton Musslewhite

Via Fax: (713) 523-6398

COMMENTS:

Please forward to Benton Musslewhite.

Exhibit XX

NOTICE OF CONFIDENTIALITY

The information contained in and transmitted with this facsimile is:

1. SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE;
2. ATTORNEY WORK PRODUCT; OR
3. CONFIDENTIAL

It is intended only for the individual or entity designated above. You are hereby notified that any dissemination, distribution, copying, or reliance upon the information contained in and transmitted with this facsimile by or to anyone other than the recipient designated above by the sender is unauthorized and is strictly prohibited. If you have received this facsimile in error, please notify NEWTON B. SCHWARTZ, SR. by telephone at 713-630-0708 immediately. Any facsimile erroneously transmitted to you should be immediately returned to the sender by U.S. Mail, or if authorization is granted by the sender, destroyed.

If you do not receive all pages, please call 713-630-0708 for assistance.

Newton B Schwartz

(713)523-6398

From: Harry Herzog [hherzog@hcmlegal.com]
Sent: Friday, May 02, 2014 7:32 AM
To: 'Newton B Schwartz'; 'Benton Musslewhite'
Cc: 'David Carp'
Subject: *****SPAM***** RE: Emailing: Herzog agrmt and docs.pdf

According to Mr. Lester's letter, it appears Benton has never sent him any of our discovery or any indication of the Court Order compelling discovery. Of course, he also indicates he does not have things that are attached (in part) to his lawsuit.

He also did not give us FULL and COMPLETE appraisals on all five rocks, just part of one on Juno.

The appraisals on file at the Sarasota vault are not the doing of Dr. Meguid, I understand he was not even involved at that time, so Decagon has them - and has not produced them.

And we have no \$1500. We have a note promising to pay us \$1500 in the future.

We already have an agreement to be paid, it was breached.

We have a judgment, not paid.

We do not want an agreement to be paid in the future, we wanted \$1500 yesterday.

I am not impressed or pleased.

On the bright side, someone thought the rock was worth about \$394,000,000 or so 11 years ago so perhaps someone will bid about \$35,000 or more Monday, we will be paid off, and we will not have to gather and sell the other four rocks.

No deal. Sale is Monday at 10am.

Harry Herzog
427 Mason Park Blvd
Katy, TX 77450
P.O. Box 218845
Houston, TX 77218-8845
ph 713-781-7500 fax 713-781-4797
HHerzog@hcmlegal.com
Bio | Website

-----Original Message-----

From: Newton B Schwartz [mailto:nbs@nbslawyers.com]
Sent: Thursday, May 01, 2014 3:29 PM
To: 'Harry Herzog'
Subject: Emailing: Herzog agrmt and docs.pdf

DECAGON COMPANY LIMITED

20239 23rd Ave N.W.
Seattle, WA 98177 USA
E-mail: decagon@comcast.net

Tel: 206 577 6060
Fax: 206-339 3208

1 May 2014

Benton Musslewhite
Law Office of Benton Musslewhite
1705 W. Gray, Suite A
Houston, TX 77019

RE: 30 April Letter of Harry Herzog (Juno)

Mr. Musslewhite;

I have received this morning a copy of the above referenced letter from MR. Herzog pertaining to his request for documents applicable to the Artifact named "Juno".

In his memo, Mr. Herzog mentions a previous request, we have no record of a previous request.

In the memo Mr. Herzog asks for documents as follows, please see our notation following each item.

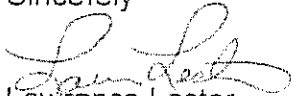
1. A full and complete copy of the GIA appraisal for all five rocks/Artifacts/gemstones.
Decagon has never received any documents from the GIA, we understand that they provided documents only to Mr. Meguid.
2. A full and complete copy of every appraisal that Decagon, Mr. Lester, or you have with respect to every rock/gemstone/Artifact.
See attached appraisal of Mr. Graham.
3. Color copies of every photograph in your care, custody, control, or possession of Juno
We understand you have these photos in your file.
4. All documents provided to Guild Laboratories, Inc.
We have no knowledge of any services provided our firm by Guild Laboratories and therefore have no knowledge of this item.

Attached are the documents pertaining to the Graham appraisal. The memo also asks for additional documents which are listed as:

Gemstone report
Thai Artifacts
Gem ID report
Transfer of ownership
Brief Temple History.

Our files contain the transfer of ownership and brief temple history which are attached. I am not able to locate documents entitled Gem ID Report, Thai Artifacts or Gem ID report. I have included a copy of the Emil Laboratory report that we use to identify Juno. Other reports mentioned are assumed to have been produced by the GIA or other parties and not available to us.

Sincerely



Lawrence Lester

Encls:

Graham appraisal
Transfer of ownership
Brief Temple History.
Emil Lab report 10323-6-R

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AGREEMENT

Decagon Company Limited, Lawrence J. Lester, and Benton Musslewhite have requested that the law firm of Herzog & Carp postpone the currently scheduled May 5, 2014 constable's sale of Juno for approximately sixty (60) days. The law firm of Herzog & Carp has accepted that proposal with modifications, and this written document constitutes the full and complete agreement between the parties.

1. The constable's sale of Monday, May 5, 2014 shall be passed. The rock/gemstone/artifact known as Juno shall be maintained in the possession of the Constable's office until the conclusion of dealings between Decagon, Mr. Lester, Mr. Musslewhite, and the law firm.
2. Decagon Company Limited, Lawrence J. Lester, and Benton Musslewhite covenant, represent, warrant, and agree that they shall not sell any of the five rocks/gemstones/artifacts made the basis of any of the *Decagon* lawsuits in Harris County in the last four years unless and until the firm of Herzog & Carp has been paid \$45,000 on or before Monday, June 23, 2014. Herzog & Carp shall not be a party to any sale of any rock/gemstone/artifact, shall never be a seller during the term of this agreement, shall never warrant title during the term of this agreement, and therefore shall never have any privity or communication with any potential purchaser, borrower, lessee, or other possessor of any of the rocks/gemstones/artifacts.
3. On or before Friday, May 2, 2014 at 5:00 p.m., Decagon Company Limited shall deliver a cashier's check in the amount of \$1,500 for costs to the offices of Herzog & Carp at 427 Mason Park Blvd., Katy, Texas 77450.
4. The Constable's office shall be allowed to re-post Juno for sale. The re-posting may occur in June, at anytime the Constable deems appropriate and sufficient for a sale on Friday June 27, 2014 at 10:00 a.m. (before the current writ expires June 28).
5. Decagon Company Limited, Lawrence J. Lester, and Benton Musslewhite covenant and agree to deliver an additional cashier's check in the amount of \$45,000 to the firm of Herzog & Carp on or before Wednesday, June 25, 2014, to be received in their offices before 5:00 p.m. The money shall be allocated as follows:

\$35,000 to the current debt, costs, and interest owed, and an additional \$10,000 in reasonable and necessary attorney's fees incurred by Herzog & Carp with respect to the currently posted May 5, 2014 foreclosure sale that is being postponed.
6. At no time and in no way shall Decagon Company Limited, Lawrence J. Lester, or Benton Musslewhite ever claim, contend, allege, sue for, or make any allegation of usury, the charging of usurious interest, or the charging of an improper interest rate by the firm of Herzog & Carp with respect to any action taken through the signing

of this Agreement. This usury waiver specifically applies to the \$10,000 of reasonable and necessary attorney's fees that Decagon has agreed to, which in all ways and at all times shall never be construed or contended to be interest or a payment for the usage of money.

Time is of the essence in the performance of this Agreement. In light of the repeatedly missed deadlines by Decagon Company Limited, Lawrence J. Lester, and Benton Musslewhite, all parties to this Agreement covenant and agree that failure to perform any listed condition, covenant, promise, or agreement within the time limit specified shall constitute a material breach.

With Mr. Musslewhite and the law firms both being headquartered in Harris County, Texas, and with the Agreement having been negotiated in Harris County, Texas and performable in Harris County, Texas, all parties covenant and agree that the sole and exclusive venue for the enforcement or any legal action with regard to this Agreement shall be the state district courts of Harris County, Texas. The substantive law of Texas shall apply to any legal issue involving this agreement, without regard to conflict of law provisions. This Agreement constitutes the entire agreement of the parties. This Agreement is expressly conditioned upon the full and complete (but late) compliance by Decagon Company Limited, Lawrence J. Lester, and Benton Musslewhite with the Order compelling responses to post-judgment requests for production that was signed March 26 2014, for which performance was due on or before April 15, 2014 at 5:00 p.m. Decagon Company Limited, Lawrence J. Lester, and Benton Musslewhite covenant and agree that they have no further documents that comply with that Order or the Requests for Production that were previously sent by Herzog & Carp other than the documents that have been produced on both April 15, 2014 and on May 1, 2014.

Signed this the _____ day of May, 2014.

Decagon Company Limited

By: Lawrence J. Lester
Lawrence J. Lester, General Partner

By: _____
Benton Musslewhite, Counsel, pursuant to TRCP 11

Lawrence J. Lester
Lawrence J. Lester, individually

Benton Musslewhite, individually

Herzog & Carp

By: _____
Harry Herzog, Vice President

GEM AND JEWELRY SERVICES
95 MATHEWS DRIVE STE. E-9 HILTON HEAD IS., S.C. 29926

TO WHOM IT MAY CONCERN

Dear TO WHOM IT MAY CONCERN,

Attached is the Gemstone Report performed for your jewelry.

We have retained a copy of this report and the original work sheet from which it was prepared. They are confidential and accessible only with your authorization.

Keep the original appraisal in a secure place. Use photo copies for your needs.

Please contact us if you have any question concerning this Gemstone Report. We will also be happy to assist you with any issues concerning gems and jewelry appraisals and evaluations.

Sincerely,



MICHAEL E. GRAHAM, GRADUATE GEMOLOGIST (G.I.A.)
GEM AND JEWELRY SERVICES
95 MATHEWS DRIVE STE. E-9 HILTON HEAD IS., S.C. 29926

April 29, 2003

Unofficial Copy Office of Marilyn Burgess District Clerk

GEM AND JEWELRY SERVICES
95 MATHEWS DRIVE STE. E-9 HILTON HEAD IS., S.C. 29926

Gemstone Report

Page Number: 1

TO WHOM IT MAY CONCERN

The following is a description and estimated replacement evaluation of the items submitted for appraisal. Values were determined by systematic examination of the gems, metals or other materials and the method and quality of construction. Conclusions drawn are based upon subjective opinions of those qualities and other estimations.

The examination was accomplished using appropriate instruments and tests were conducted within the limitations imposed by the make-up of the item. Timepiece values reflect depreciation.

This appraisal should not be used as a definitive guide in comparison shopping. Neither this firm nor any of its employees assume any liability with respect to any action that may be taken on the basis of this appraisal. The use of this appraisal in public advertising is forbidden. This appraisal is for replacement evaluation only and is not an offer to purchase.

Because jewelry appraisal and evaluation is not a pure science and is therefore subjective, estimates of value may vary from one appraiser to another and such variance does not necessarily constitute error on the part of the appraiser.

No diamond may be assigned the grade of "Flawless" in cutting, color or clarity unless it has been graded unmounted. Provisional grades are given to unmounted diamonds.

This report is not an indication of verification of ownership or title.

Possession of this report or its copy does not carry with it the right of publication, nor may the same be used for any purpose by anyone other than the individuals for whom the report was prepared, without the written consent of the appraiser.

Unless otherwise stated, all weights, grades and measurements are approximate and stones have not been removed from their mountings to be graded.

Identification of metal quality as stamped on the individual articles cannot be considered conclusive. In the absence of a quality stamp, we have been limited to an acid test and the quality of the metal approximates that set out in the appraisal. Mountings are assumed to be mass produced unless specifically stated.

Irreplaceable articles (such as handmade antique jewelry, is valued at the price of similar merchandise in the antique market. Items not typically available in this country are valued at the price of comparable merchandise.

MICHAEL E. GRAHAM, GRADUATE GEMOLOGIST (G.I.A.)
GEM AND JEWELRY SERVICES
95 MATHEWS DRIVE STE. E-9 HILTON HEAD IS., S.C. 29926

April 29, 2003

Unofficial Copy Office of Marine District Clerk

GEM AND JEWELRY SERVICES
95 MATHEWS DRIVE STE. E-9 HILTON HEAD IS., S.C. 29926

Gemstone Report

Page Number: 2

Customer: TO WHOM IT MAY CONCERN

April 29, 2003

Address:

No. 169-98/10330-1

Jewelry: Gems

Description: "WATER LILY"- LARGE NATURAL SHAPE RUBY. THIS NATURAL RUBY MEASURES APPROX. 150.00x200.00x110.1mm. AND IS STATED TO HAVE HAD A WEIGHT OF 7,800g (39,000cts.) BEFORE POLISHING/CUTTING AND 5,500g (27,500cts.) AFTER. THIS ARTIFACTS INFORMATION IS REFERENCED BY EMIL GEM LABORATORY REPORT#10330-1.

GemStone(s): GemStone: Ruby
Nature: Natural
Shape: (custom fancy)
Quantity: 1 (Unmounted)
Primary Color: Purple
Secondary Color: Red
Symmetry: NATURAL SHAPE
Color Intensity: Medium
Transparency: Opaque
Tone: Dark
Additional Description: NATURAL RUBY WITH ZOISITE- AMPHIBOLITE INCLUSIONS. HEXAGONAL GROWTH, SCHILLER, INTERLOCKING FISSURES

Estimated Weight:

Other: Quantity: 1
Description: ARTIFACT OF THE BUDDHIST PEOPLE OF THAILAND

Value of items not priced individually: \$561,224,500.00

Total Value: \$561,224,500.00

No. 168-98/10323-6

Jewelry: Gems

Description: "JUNO"-LARGE NATURAL SHAPE RUBY. THIS NATURAL RUBY MEASURES APPROX. 20.50x14.00x10.00mm. AND IS STATED TO HAVE HAD A WEIGHT OF 6,500g (32,000cts.) BEFORE POLISHING/CUTTING AND 3,860g (19,300cts.) AFTER. THIS ARTIFACTS INFORMATION IS REFERENCED BY EMIL GEM LABORATORY REPORT#10323-6.

GemStone(s): GemStone: Ruby
Nature: Natural
Shape: (custom fancy)
Quantity: 1 (Unmounted)
Primary Color: Purple
Secondary Color: Red
Symmetry: NATURAL SHAPE
Color Intensity: Medium
Transparency: Opaque
Tone: Dark
Additional Description: NATURAL RUBY WITH ZOISITE-AMPHIBOLITE INCLUSIONS. HEXAGONAL GROWTH, SCHILLER, INTERLOCKING FISSURES, FRACTURES

Estimated Weight:

The appraiser assumes no liability regarding any action taken on the basis of this Appraisal.

GEM AND JEWELRY SERVICES
95 MATHEWS DRIVE STE. E-9 HILTON HEAD IS., S.C. 29926

No. 168-98/10323-6

Page Number: 3

Other: Quantity: 1
Description: ARTIFACT OF THE BUDDHIST PEOPLE OF THAILAND

Value of items not priced individually: \$393,877,500.00

Total Value: \$393,877,500.00

No. 167-98/10300

Jewelry: Gems

Description: "SNOWMAN"- LARGE NATURAL SHAPE RUBY. THIS NATURAL RUBY MEASURES APPROX. 141.96x108.68x81.72mm. AND IS STATED TO HAVE HAD A WEIGHT OF 3,400g (17,000cts.) BEFORE POLISHING/CUTTING AND 2,400g (12,000cts.) AFTER. THIS ARTIFACTS INFORMATION IS REFERENCED BY EMIL GEM LABORATORY REPORT#10300.

GemStone(s): GemStone: Ruby
Nature: Natural
Shape: (custom fancy)
Quantity: 1 (Unmounted)
Primary Color: Purple
Secondary Color: Red
Symmetry: NATURAL SHAPE
Color Intensity: Medium
Transparency: Opaque
Tone: Dark
Additional Description: NATURAL RUBY WITH ZOISITE-AMPHIBOLITE INCLUSIONS. INTERLOCKING FISSURES, FEATHERS, FINGERPRINTS, SCHILLER

Estimated Weight:

Other: Quantity: 1
Description: ARTIFACT OF THE BUDDHIST PEOPLE OF THAILAND

Value of items not priced individually: \$244,898,000.00

Total Value: \$244,898,000.00

Number of items in this certificate: 3

Total value of items in this certificate: \$1,200,000,000.00

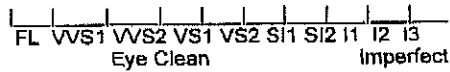

MICHAEL E. GRAHAM, GRADUATE GEMOLOGIST (G.I.A.)
GEM AND JEWELRY SERVICES

Unofficial Copy Office of Maritime Progress District Clerk

GEM AND JEWELRY SERVICES
 95 MATHEWS DRIVE STE. E-9 HILTON HEAD IS., S.C. 29926

Page Number: 4

G.I.A. CLARITY GRADING SCALE:



FLAWLESS:

stones in this category are free from all internal and external inclusions when examined by skilled observation in normal, natural or artificial light with a 10x loupe or a 10x binocular microscope.

VVS1 and VVS2:

these grades contain inclusions or surface blemishes so small or insignificant that they are difficult to locate under 10x. If they are exceedingly tiny or difficult to locate, the first VVS grade applies. Carbon pinpoints, tiny clouds, nicks, scratches, knots and other minor discrepancies characterize the VVS grades.

VS1, VS2, SI1 and SI2:

Inclusions and blemishes of a size, number and position between those difficult to locate under 10x in the VVS grades and those visible to the unaided eye in the imperfect grades are placed in the VS and SI categories. At the upper end, inclusions are still small and fairly difficult to locate. At the lower end, they are just one step above an imperfect rating.

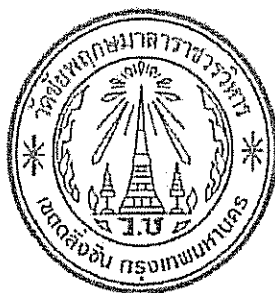
I1, I2 and I3:

In the imperfect grades are placed those stones with inclusions visible to the unaided eye or with bad cleavages that are likely to be extended during ordinary wear. These vary from stones with flaws difficult to locate by the unaided eye when face up to those that should be used for industrial purposes.

G.I.A. COLOR GRADING SCALE:



Unofficial Copy Office of Marine District Clerk



วัดชัยพฤกษมาลาราชวรวิหาร

เขตคลองสาน กรุงเทพมหานคร

โทร. ๕๒๔๑๗๐๒ โทร. ๕๘๒๐๗๗๕

โทร. ๕๘๒๐๗๘๐

TRANSFER OF OWNERSHIP AND ASSIGNMENT OF TITLE

This Transfer of ownership and title is made and effective 29 May 2009,

BETWEEN: GRANTOR: PHRA SIRICHAISOPPHON, Acting Abbot, Wat Chaiyapruksamala Rajvoraviharn, Bangkok, Kingdom of Thailand)

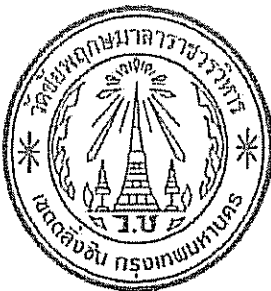
AND: GRANTEE: DECAGON COMPANY LIMITED, a corporation organized and existing under the laws of the Washington

For valuable consideration in hand paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, the Grantor hereby assigns and transfers to the Grantee all of his right, title and interest in the Natural Ruby stones (Artifacts) known by their gemological laboratory reports as prepared by Emil Gem Laboratory, Bangkok, Thailand and the by names given to each as described below:

Emil Laboratory Report number	Report date	Artifact Name	Artifact weight
10323/R	09 Jan 2001	Snowman	2.40KGs
10323-6/R	11 Jan 2001	Juno	3.86KGs
10330-1/R	15 Jan 2001	Water Lilly	5.60KGs
10323-3	11 Jan 2001	Sritawan	2.56KGs
10553-1	09 Feb 2001	Patramali	7.10KGs

This transfer of title made to Decagon Company Limited.

The undersigned fully warrants that it has full rights and authority to enter into this transfer and that the rights, title and benefits assigned hereunder are free and clear of any lien, encumbrance, adverse claim or interest by any third party.



วัดชัยพฤกษมาลาราชวรวิหาร

เขตตลิ่งชัน กรุงเทพมหานคร

โทร. ๕๒๕๑๑๐๒ ตันก. ๘๘๒๐๗๗๕

ตันก. ๘๘๒๐๗๘๐

This transfer shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Transfer on the day and year first above written.

Signed, sealed and delivered this the 29th day of May 2009.

GRANTOR

Phra Sirichaisopphon



PHRA SIRICH AISOPPHON, Acting Abbot
Wat Chaiyapruksamala Rajvoraviharn
Bangkok, Kingdom of Thailand

Before me the undersigned authority, personally appeared, Phara Sirichaisopphon who, after being duly sworn, deposes and says that he has executed the foregoing transfer of title for the purpose set forth therein.

Sworn to and subscribed before me on this the 29th day of May 2009.

Nay Aoi

Notary Public
Attorney at Law



นารอง อจฺจา
NARONG AJJARA LAW OFFICE

Notice

PH (11/09/02)

(MR. SUTTIPONG BUSABONG)
Thai Lawyer License No. 170/2532

FOUR IN THAI ATTORNEY AT LAW FIRM



กรมการศาสนา
กระทรวงวัฒนธรรม
กรมการศาสนา
กรมการศาสนา

Brief History

Wat Chaiyaprasanna is a Royal Temple (2nd class) situated on the bank of Mahachulalongkornrajavidyalaya Canal, Bangkok.

It is an old temple built during sixteen century of late Ayutthaya period. Then deserted.

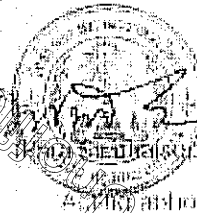
During King Rama I of the Present Chakri Dynasty, the walls of the temple were built with bricks had been used to build the walls of Bangkok. The new capital, to protect Burmese army.

After King Rama II ascended the throne, he built the temple anew to pay back in full what had been taken from the old temple.

During the reign of King Rama IV, he enlarged the premises of the temple and completed what had been left from King Rama II. During King Rama V the temple has been upgraded to the rank of Royal Temple (2nd class).

The present King Bhumibol of Rama IX, he graciously allowed his children to be worshipped in the temple (Ubosoth).

On 10 March 2521 B.E. the King graciously came to Wat Chaiyaprasanna Ubosoth to enal the main Buddha statue for the main temple (Ubosoth).



กรมการศาสนา
Wat Chaiyaprasanna
Ubosoth

Official Copy Office of Mahachulalongkornrajavidyalaya University

Notify:

พ.ล. ๑๓๒/๐๙/๐๒

(MR. SUTTIPONG BUSABONG)
Thai Lawyer License No. 170/2532

ทนายความ
FOUR M THAT INTERNATIONAL LAWYER



กรมการศาสนา
กระทรวงวัฒนธรรม
100 ถนนวิภาวดีรังสิต กรุงเทพมหานคร
10150

29 September 2544

Wat Chayaprasanna Rajavitham has in the past 2 abbots whom the names cited be members, including the previous acting abbot.

Phra Naatharaya (Fca) abbot number 6 lived in the reign of King Rama V and he was in charge of all temples in Naathasri Province.

Phra Chanathajarn (M) Late abbot number 7 was in charge of all temples of Bangkok District.

Phra Rajamangkorn abbot number 8 passed from Wat Mahathayuyarangsanti Rajamachulavitham, Bangkok. He was then under the rank of Phra Suddhimacharn. He assumed the post of abbot on 9, May 2518. He was in charge of all temples in Takeng Chan District for 28 years. He passed away at the age of 90 on 21 October 2544. He has been in the monkhood for 68 year.

Phra Suanasophon was junior monk accompanied the late Phra Rajamangkorn to Wat Chayaprasanna. He is now acting abbot of the temple and in charge of Sang Ratan and Takeng Chan sub district.

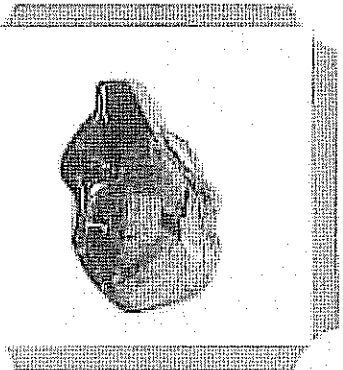
When Phra Rajamangkorn was abbot of the temple, he ordered the present acting abbot to take inventory of temple's properties or fixed assets and liquidated assets. The inventories included old Buddha images and other found found at Rajabachang Hall various precious stones including 8 big pieces of red stones.

Phra Suanasophon
Acting abbot

Wat Chayaprasanna
Bangkok

鑑定報告書
鑑定書

REPORT No. 鑑定書番号: 10323-6/R
DATE 日付: 11th January 2001



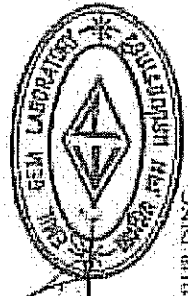
IDENTITY 品別記号: _____
NATURAL 天然: _____
MOISTURE 湿度: _____
SOLUBLE 可溶性: _____

TEST RESULTS 検査結果
OPTIC CHARACTER: D.R. 双折射性 Positive 正双折 Negative 负双折
Dialytic 二色性 Anisotropic 各向异性

REFRACTIVE INDEX 屈折率: 1.76 (Spot)
BIREFRINGENCE 双折射率: _____
SPECIFIC GRAVITY 比重: _____
PLEIOCHROISM: Dichroic 二色性 Trichroic 三色性 None 无
多色性 Strong 强 Moderate 中 Weak 弱

SPECTRUM 光谱特性: Chromium (Ruby Spectrum)
FLUORESCENCE 荧光: Strong 强 Moderate 中 Weak 弱 None 无
L.W. 长波 S.W. 短波
MAGNIFICATION: Hexagonal Growth, Schiller, Interlocking
五光镜: Fissures, Fractures
No. 16/9/02

WEIGHT 重量: APPROX. 3.86 ggs
MEASUREMENTS 尺寸: APPROX. 20.50x14.00x10.00 mm
SHAPE 形状 / CUT 刀切: Fancy / Rough
TRANSPARENCY 透明度: Opaque
COLOUR 色: Pimples Red (Partially Black and White)



TESTED BY: _____
EMIL GEM LABORATORY
EMIL PRECIOUS CO., LTD.
603 ASIA GEMS TRADE CENTER BUILDING
242-250 MAHAESAK ROAD, BANGKOK 10500, THAILAND
TEL. 234-8972, 237-1928 FAX. 237-1928

COMMENTS 备注: (MR. SUTIPONG BUSABONG)
Thai Lawyer License No. 170/2532

FOUNDER OF THE INTERNATIONAL LAW OFFICE

กรุณาอ่านคำจำกัดความที่แนบมา

N.B. PLEASE READ IMPORTANT LIMITATIONS ON REVERSE

*** ERROR TX REPORT ***

TX FUNCTION WAS NOT COMPLETED

TX/RX NO 4516
CONNECTION TEL 7135236398
CONNECTION ID
ST. TIME 05/02 09:02
USAGE T 00'00
PGS. SENT 0
RESULT NG #0018 BUSY/NO SIGNAL

BENTON MUSSLEWHITE

Attorney at Law

1705 West Gray, Suite A
Houston, Texas 77019
Telephone: (713) 528-2000
Facsimile: (713) 526-8568

FACSIMILE TRANSMITTAL COVER SHEET

Date: May 2, 2014

Total number of pages including cover letter: 16

Re: Cause No. 1021068; *Harry Herzog v. Decagon Company Limited, et al.*; In the County Court at Law No. 4, Harris County, Texas

From: BENTON MUSSLEWHITE

To: Benton Musslewhite

Via Fax: (713) 523-6398

COMMENTS:

Please forward to Benton Musslewhite.

Unofficial Copy Office of the Clerk of the District Court

NEWTON B. SCHWARTZ, SR., INDIVIDUALLY
AND AS TRUSTEE THE TKEMPER, QUEEN &
SCHWARTZ, JR TRUST, A TEXAS TRUST

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§

IN THE DISTRICT COURT OF

HARRIS COUNTY, T E X A S

129TH JUDICIAL DISTRICT

VS.

MICHAEL C. PIERCE, CHARLES BENTON
MUSSLEWHITE, SR., JEFFREY BENTON
MUSSLEWHITE, CAROLYN DIAZ MUSSLEWHITE

CONFIDENTIAL BINDING SETTLEMENT AGREEMENT

The terms and provisions of this settlement agreement are as follows:

1. a. Newton B. Schwartz, Sr. agrees to transfer the artifacts known as Water Lilly and Patramali to a safety deposit box located at the Bank of Texas for safe-keeping on Tuesday, July 5, 2016 by the close of business or as soon thereafter as the Temporary Restraining Order attached as Exhibit A is modified by Order of the Court to permit such transfer, after which the Temporary Restraining Order will be dissolved by agreement of the parties.
- b. The parties agree that the artifacts will not be removed from the Bank of Texas safety deposit box without the express written agreement of both of the signatory parties and their respective attorneys of record or by Order of the Court.
2. Each signatory hereto warrants and represents:
 - (a) he or she has authority to bind the parties for whom that signatory acts.
 - (b) the claims, suits, rights and/or interests which are the subject matter hereto are owned by the party asserting same and have not been assigned, transferred or sold and are free of encumbrance.
3. If one or more disputes should arise with regard to the interpretation and/or performance of this agreement or any of its provisions, or the drafting or execution of further settlement documents, the parties agree to attempt to resolve any such disputes first by telephone conference with Alan F. Levin, mediator herein, who facilitated this settlement. If the parties cannot resolve their differences by telephone conference, then each agrees to schedule one day of mediation with Alan F. Levin, mediator herein, within thirty (30) days after the unsuccessful telephone conference to attempt to resolve the disputes. The parties shall equally share the costs of such mediation. If any party refuses to mediate, then that party hereby forfeits all right to recover attorneys' fees and/or costs in any subsequent litigation brought to construe or enforce this agreement. Conversely, if the subsequent mediation is unsuccessful, then the prevailing party or parties in the subsequent litigation shall be entitled to recover, as allowed by law or contract, reasonable attorneys' fees and expenses, including the cost of the unsuccessful mediation.
4. This agreement is made and performable in Harris County, Texas and shall be construed in accordance with the laws of the State of Texas.
5. Each signatory to this settlement has entered into same freely and without duress after having consulted with professionals of his or her choice. Each party hereto has been advised by the mediator that the mediator is not the attorney for any party, that the mediator has offered no legal advice and that each party should have this agreement reviewed by that party's attorney prior to executing same.
6. Each of the signatories hereto further represent that they have relied on no representations outside those contained in this document and that there have been no representations made by anyone that have been relied upon except those representations set forth in this Agreement. Each of the signatories represents that he/she has relied only on his/her own analysis and due diligence in executing this Agreement to the exclusion of any representation made by any party.

SIGNED this 1st day of July, 2016.

Exhibit YY

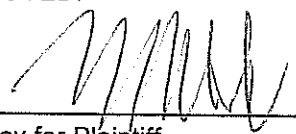
PLAINTIFF:

NEWTON B. SCHWARTZ, SR.



Newton B. Schwartz, Sr.

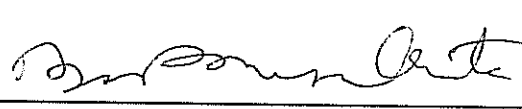
APPROVED:



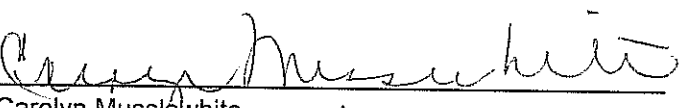
Attorney for Plaintiff

DEFENDANTS:

BENTON and CAROLYN MUSSLEWHITE

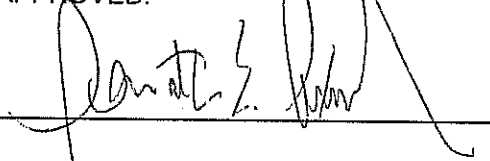


Benton Musslewhite



Carolyn Musslewhite

APPROVED:



2. Therefore, the Court:

*any co-signatories on the
safety deposit box at Frost National
Bank*

a. Restrains the Respondent, Newton B. Schwartz, Sr. along with his agents, employees and representatives, from ~~possessing, custody or control over the gems known as Water Lilly and Patramali ("the gems") and~~ moving, selling or otherwise disposing of or conveying the gems known as Water Lilly and Patramali other than as set forth in this Order;

*TC
E*

b. ~~Orders that Newton B. Schwartz is hereby ordered to meet Benton Musslewhite and his attorney, Jonathan Axelrad or Thomas N. Lightsey III, at Frost National Bank, located at 1200 Smith Street, Houston, Texas 77002 on Thursday, June 16, 2016 at 9:30 am and to bring with him the necessary identification, keys and other means necessary for him to enter the safety deposit box and/or vault where the gems are stored and allow Mr. Musslewhite to inspect the gems.~~

c. ~~In the event the gems are no longer stored at Frost National Bank, Newton B. Schwartz is ordered to cause such gems to be brought to Frost National Bank, located at 1200 Smith Street, Houston, Texas 77002 for the inspection where such gems will thereafter be placed in a safety deposit box or vault for safekeeping with instructions that access to such gems will be limited to Benton Musslewhite.~~

d. ~~Orders that after the completion of the inspection described herein, the gems known as Water Lilly and Patramali will remain in the Frost National Bank located at 1200 Smith Street Houston, Texas 77002.~~

e. Orders the clerk to issue notice to the Respondent, Newton B. Schwartz, Sr. and his agents, employees and representatives that the hearing on Plaintiffs' Application for Temporary Injunction is set for the 27th day of June, 2016, at 3:30 a.m./p.m. The purpose of the hearing shall be to determine whether this temporary restraining order should be made a temporary injunction pending a full trial on the merits; and

f. Sets a bond at \$ 300.00

This order expires on the 29th day of June, 2016, at 11:59 p.m.

TC

Unofficial Copy

Signed this 15th day of June, 2016, at 6:06 o'clock
P.m.

JUN 15 2016


PRESIDING JUDGE

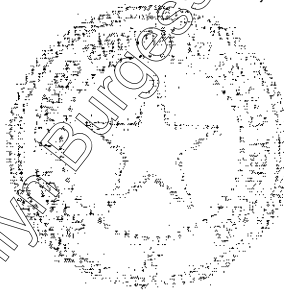
APPROVED AND ENTRY REQUESTED:

Jonathan Axelrad
SBOT # 00796146
3401 Allen Parkway, Suite 100
Houston, Tx. 77019
(713) 759-1600
(713) 759-6930 (facsimile)

Thomas N. Lightsey III
SBOT #12344010
3401 Allen Parkway, Suite 100
Houston, Tx. 77019
(713) 759-1600
(888) 805-0068 – fax (facsimile)

Benton Musslewhite
SBOT# 14752000

Counsel for Applicants



Unofficial Copy Office of Marilyn Burgess District Clerk



STATE OF TEXAS
COUNTY OF HARRIS

I, Chris Daniel, District Clerk of Harris County, Texas, certify that
this is a true and correct copy of the original record filed and recorded
in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this

10-15-2014 7:15 PM

CHRIS DANIEL, DISTRICT CLERK
HARRIS COUNTY, TEXAS

Richardson

Deputy

Unofficial Copy Office of Marilyn Burgess District Clerk

0444011201

CAUSE NO. 1021068

HERZOG & CARP,
Plaintiff,

v.

DECAGON COMPANY LIMITED,
LAWRENCE J. LESTER, and
BENTON MUSSLEWHITE,
Defendants.

"CLOSED"

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IN THE COUNTY COURT

AT LAW NUMBER 4

HARRIS COUNTY, TEXAS

FINAL JUDGMENT

On this day came on to be considered Plaintiff Herzog & Carp's Motion for Summary Judgment. After consideration of the motion, all responses thereto, and the arguments of counsel, the Court is of the opinion that the motion should be granted. It is therefore

ORDERED that Herzog & Carp's Motion for Summary Judgment is in all respects GRANTED. It is therefore

ORDERED, ADJUDGED and DECREED that Plaintiff Herzog & Carp have and recover judgment of and from Defendants Decagon Company Limited, Lawrence J. Lester, and Benton Musslewhite, jointly and severally, in the following amounts:

1. \$20,320.00 in principal on the promissory note.
2. \$1,172.54 in interest on the principal from August 1, 2012 through October 25, 2012, the date the Motion was filed.
3. 18% in interest on the principal from October 26, 2012 through the date this Judgment is signed.
4. 18% annual interest will continue to accrue on the principal from the date of this Judgment until the entire principal, interest and attorneys' fees are paid to Herzog & Carp.
5. \$4,500.00 in attorneys' fees and costs in prosecution of this suit through the date of

(PAC)

DECLARATION OF LAWRENCE LESTER

I, Lawrence Lester, am President of Decagon Company Limited ("Decagon"). Decagon possesses "all right, title and interest in" five large Thai rubies. (See Exhibit A) These items are Artifacts of the Thai Buddhist people, entrusted to Decagon for the purpose of creating project funds for those people. The Artifacts are not for sale. Based on information and belief it is my understanding that Mr. Newton Schwartz has custody of two of these ruby Artifacts known as "Water Lilly" and "Patramali." We have no agreement with Mr. Schwartz that allows him to possess or control our property nor, have we given him any authorization to do so. The Water Lilly ruby weights 5.60 kilograms (approximately 12.3 pounds) and has an appraised value of over \$500,000,000.00 (five-hundred million dollars). (See Exhibit B) The Patramali ruby weighs 7.10 kilograms (approximately 15.6 pounds) and has an appraised value of over \$380,000,000.00 (three-hundred and fifty million dollars). (See Exhibit B)

I understand that Mr. Newton Schwartz has asserted custody and control over these two rubies. As Decagon Company Limited is the rightful title owner of these rubies, I can state without reservation that Mr. Schwarz has no right whatsoever to any custody or control over these two rubies. I understand that Mr. Schwartz asserts that he has an attorney's fee lien for representing Decagon in a previous matter relating to the five rubies. Although Decagon was asked to sign a representation agreement with Mr. Schwartz he decided not to represent our cause, would not sign court documents as our attorney and announced to the court that he was not party to our cause of action. He has not provided any legal services to Decagon other than a meeting in his office and one appearance at court wherein he made the above referenced announcement. Decagon does not recognize any attorney fee lien asserted by Mr. Schwartz and to the best of my knowledge he has no suit or cause of action on file asserting such a lien. Furthermore, no court or other body with authority to determine such matters has recognized any such attorney fee lien.

I do not consent to Mr. Schwartz selling either Water Lilly or Patramali and I do not believe that he has any legal right to do so. I have instructed Mr. Musslewhite to take all available legal steps to seek a temporary restraining order and other injunctive relief to ensure that Mr. Schwartz is divested of the custody and control he is currently asserting over the two Artifacts. I have further instructed Mr. Musslewhite to file an application for a temporary restraining order protect our property and to request in such TRO application that he be given sole custody and control of Water Lilly and Patramali as Trustee for Decagon Company.

My name is Lawrence J. Lester, my date of birth is 5/23/1945 and my address is 20239 23rd Avenue, N.W., Shoreline, Washington 98177. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Shoreline, Washington on the 15th day of June 2016.



Lawrence J. Lester, Declarant



วัดชัยพฤกษมาลาราชวรวิหาร
เขตตลิ่งชัน กรุงเทพมหานคร
โทร. ๔๒๔๑๓๐๒ สานก. ๘๘๒๐๗๓๕
सानถ. ๘๘๒๐๗๘๐

AMENDMENT TO TRANSFER OF OWNERSHIP AND ASSIGNMENT OF TITLE

This Amendment to the Transfer of ownership and title is made and effective 25 March 2013.

BETWEEN: GRANTOR: PHRA SIRICHAISOPHON, Acting Abbot,
Wat Chaiyapruksamala Rajvoravihan Bangkok,
Kingdom of Thailand)

AND: GRANTEE: DECAGON COMPANY LIMITED, a
corporation organized and existing under the laws of the
Washington

This amendment is issued this day to update the Emil Laboratory Report number shown for the Artifact known as Snowman. All other provisions of the original Transfer of Title remain effective as originally issued and confirmed by the original document issued 29 May 2009.

The names and Emil Gem Laboratory reports for the assets transferred are as described below:

Emil Laboratory Report number	Report date	Artifact Name	Artifact weight
10300/R	09 Jan 2001	Snowman	2.40KGs
10323-6/R	11 Jan 2001	Juno	3.86KGs
10330-1/R	15 Jan 2001	Water Lilly	5.60KGs
10323-3	11 Jan 2001	Sritawan	2.56KGs
10553-1	09 Feb 2001	Patramali	7.10KGs

This transfer of title made to Decagon Company Limited.

The undersigned fully warrants that he has full legal right and authority to issue this transfer and that the rights, title and benefits assigned hereunder are free and clear of any lien, encumbrance, adverse claim or interest by any third party.

Page 1 of 2

Phra Sirichaisophon



EXHIBIT A



วัดชัยพฤกษมาลาราชวรวิหาร
 เขตตลิ่งชัน กรุงเทพมหานคร
 โทร. ๔๒๔๑๓๐๒ สำนัก. ๘๘๒๐๓๗๕
 สำนัก. ๘๘๒๐๓๘๐

The original transfer and this amendment shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this amendment to the original Transfer on the day and year first above written.

Signed, sealed and delivered this the 25th day of March 2013.

GRANTOR

Phra Sirichaisophon

PHRA SIRICHAISOPHON, Acting Abbot
 Wat Chaiyapruksamala Rajvoraviharn
 Bangkok, Kingdom of Thailand



Before me the undersigned authority, personally appeared, Phra Sirichaisophon who, after being duly sworn, deposes and says that he has executed the foregoing transfer of title for the purpose set forth therein.

Sworn to and subscribed before me on this the 25th day of March 2013.

Notary Public: Mr. Bayon Klinhom
 Notarial Services Attorney
 Attorney at Law License No. 3129/2552
 Member of Lawyers Council of Thailand

25 MAR 2013



Reg. No./ทะเบียนเลขที่ ๓๑๙/๒๐๑๒
 Commission Expires /ทะเบียนหมดอายุ
 Date/วันที่ ๓๑ มี.ค. ๒๐๑๕



GEM AND JEWELRY SERVICES
95 MATHEWS DRIVE STE. E-9 HILTON HEAD IS., S.C. 29926

TO WHOM IT MAY CONCERN

Dear TO WHOM IT MAY CONCERN,

Attached is the Gemstone Report performed for your jewelry.

We have retained a copy of this report and the original work sheet from which it was prepared. They are confidential and accessible only with your authorization.

Keep the original appraisal in a secure place. Use photo copies for your needs.

Please contact us if you have any question concerning this Gemstone Report. We will also be happy to assist you with any issues concerning gems and jewelry appraisals and evaluations.

Sincerely,



MICHAEL E. GRAHAM, GRADUATE GEMOLOGIST (G.I.A.)
GEM AND JEWELRY SERVICES
95 MATHEWS DRIVE STE. E-9 HILTON HEAD IS., S.C. 29926

April 29, 2003

Unofficial Copy Office of Marilyn Burgess District Clerk

GEM AND JEWELRY SERVICES
95 MATHEWS DRIVE STE. E-9 HILTON HEAD IS., S.C. 29926

Gemstone Report

Page Number: 1

TO WHOM IT MAY CONCERN

The following is a description and estimated replacement evaluation of the items submitted for appraisal. Values were determined by systematic examination of the gems, metals or other materials and the method and quality of construction. Conclusions drawn are based upon subjective opinions of those qualities and other estimations.

The examination was accomplished using appropriate instruments and tests were conducted within the limitations imposed by the make-up of the item. Timepiece values reflect depreciation.

This appraisal should not be used as a definitive guide in comparison shopping. Neither this firm nor any of its employees assume any liability with respect to any action that may be taken on the basis of this appraisal. The use of this appraisal in public advertising is forbidden. This appraisal is for replacement evaluation only and is not an offer to purchase.

Because jewelry appraisal and evaluation is not a pure science and is therefore subjective, estimates of value may vary from one appraiser to another and such variance does not necessarily constitute error on the part of the appraiser.

No diamond may be assigned the grade of "Flawless" in cutting, color or clarity unless it has been graded unmounted. Provisional grades are given to unmounted diamonds.

This report is not an indication of verification of ownership or title.

Possession of this report or its copy does not carry with it the right of publication, nor may the same be used for any purpose by anyone other than the individuals for whom the report was prepared, without the written consent of the appraiser.

Unless otherwise stated, all weights, grades and measurements are approximate and stones have not been removed from their mountings to be graded.

Identification of metal quality as stamped on the individual articles cannot be considered conclusive. In the absence of a quality stamp, we have been limited to an acid test and the quality of the metal approximates that set out in the appraisal. Mountings are assumed to be mass produced unless specifically stated.

Irreplaceable articles, such as handmade antique jewelry, is valued at the price of similar merchandise in the antique market. Items not typically available in this country are valued at the price of comparable merchandise.

MICHAEL E. GRAHAM, GRADUATE GEMOLOGIST (G.I.A.)
GEM AND JEWELRY SERVICES
95 MATHEWS DRIVE STE. E-9 HILTON HEAD IS., S.C. 29926

April 29, 2003

EXHIBIT B

GEM AND JEWELRY SERVICES
95 MATHEWS DRIVE STE. E-9 HILTON HEAD IS., S.C. 29926

Gemstone Report

Page Number: 2

April 29, 2003

Customer: TO WHOM IT MAY CONCERN

Address:

No. 169-98/10330-1

Jewelry: Gems

Description: "WATER LILY"- LARGE NATURAL SHAPE RUBY. THIS NATURAL RUBY MEASURES APPROX. 150.00x200.00x110.1mm. AND IS STATED TO HAVE HAD A WEIGHT OF 7,800g (39,000cts.) BEFORE POLISHING/CUTTING AND 5,500g (27,500cts.) AFTER. THIS ARTIFACTS INFORMATION IS REFERENCED BY EMIL GEM LABORATORY REPORT#10330-1.

GemStone(s): GemStone: Ruby
Nature: Natural
Shape: (custom fancy)
Quantity: 1 (Unmounted)
Primary Color: Purple
Secondary Color: Red
Symmetry: NATURAL SHAPE
Color Intensity: Medium
Transparency: Opaque
Tone: Dark
Additional Description: NATURAL RUBY WITH ZOISITE- AMPHIBOLITE INCLUSIONS. HEXAGONAL

GROWTH, SCHILLER, INTERLOCKING FISSURES

Estimated Weight:

Other: Quantity: 1
Description: ARTIFACT OF THE BUDDHIST PEOPLE OF THAILAND

Value of items not priced individually: \$561,224,500.00

Total Value: \$561,224,500.00

No. 168-98/10323-6

Jewelry: Gems

Description: "JUNO"-LARGE NATURAL SHAPE RUBY. THIS NATURAL RUBY MEASURES APPROX. 20.50x14.00x10.99mm. AND IS STATED TO HAVE HAD A WEIGHT OF 6,500g (32,000cts.) BEFORE POLISHING/CUTTING AND 3,860g (19,300cts.) AFTER. THIS ARTIFACTS INFORMATION IS REFERENCED BY EMIL GEM LABORATORY REPORT#10323-6.

GemStone(s): GemStone: Ruby
Nature: Natural
Shape: (custom fancy)
Quantity: 1 (Unmounted)
Primary Color: Purple
Secondary Color: Red
Symmetry: NATURAL SHAPE
Color Intensity: Medium
Transparency: Opaque
Tone: Dark
Additional Description: NATURAL RUBY WITH ZOISITE-AMPHIBOLITE INCLUSIONS. HEXAGONAL

GROWTH, SCHILLER, INTERLOCKING FISSURES, FRACTURES

Estimated Weight:

The appraiser assumes no liability regarding any action taken on the basis of this Appraisal.

GEM AND JEWELRY SERVICES
95 MATHEWS DRIVE, STE.E-9 HILTON HEAD IS., SC 29926(843)342-3663

TO WHOM IT MAY CONCERN

Dear TO WHOM IT MAY CONCERN,


Attached is the Gemstone Report performed for your jewelry.

We have retained a copy of this report and the original work sheet from which it was prepared. They are confidential and accessible only with your authorization.

Keep the original appraisal in a secure place. Use photo copies for your needs.

Please contact us if you have any question concerning this Gemstone Report. We will also be happy to assist you with any issues concerning gems and jewelry appraisals and evaluations.

Sincerely,


MICHAEL E. GRAHAM, GRADUATE GEMOLOGIST(G.I.A.)
GEM AND JEWELRY SERVICES
95 MATHEWS DRIVE, STE.E-9 HILTON HEAD IS., SC 29926(843)342-3663

July 16, 2004

Unofficial Copy Office of Marilyn Burgess District Clerk

EXHIBIT B

GEM AND JEWELRY SERVICES
95 MATHEWS DRIVE, STE.E-9 HILTON HEAD IS., SC 29926(843)342-3663

Gemstone Report

TO WHOM IT MAY CONCERN

The following is a description and estimated replacement evaluation of the items submitted for appraisal. Values were determined by systematic examination of the gems, metals or other materials and the method and quality of construction. Conclusions drawn are based upon subjective opinions of those qualities and other estimations.

The examination was accomplished using appropriate instruments and tests were conducted within the limitations imposed by the make-up of the item. Timepiece values reflect depreciation.

This appraisal should not be used as a definitive guide in comparison shopping. Neither this firm nor any of its employees assume any liability with respect to any action that may be taken on the basis of this appraisal. The use of this appraisal in public advertising is forbidden. This appraisal is for replacement evaluation only and is not an offer to purchase.

Because jewelry appraisal and evaluation is not a pure science and is therefore subjective, estimates of value may vary from one appraiser to another and such variance does not necessarily constitute error on the part of the appraiser.

No diamond may be assigned the grade of "Flawless" in cutting, color or clarity unless it has been graded unmounted. Provisional grades are given to unmounted diamonds.

This report is not an indication of verification of ownership or title.

Possession of this report or its copy does not carry with it the right of publication, nor may the same be used for any purpose by anyone other than the individuals for whom the report was prepared, without the written consent of the appraiser.

Unless otherwise stated, all weights, grades and measurements are approximate and stones have not been removed from their mountings to be graded.

Identification of metal quality as stamped on the individual articles cannot be considered conclusive. In the absence of a quality stamp, we have been limited to an acid test and the quality of the metal approximates that set out in the appraisal. Mountings are assumed to be mass produced unless specifically stated.

Irreplaceable articles, such as handmade antique jewelry, is valued at the price of similar merchandise in the antique market. Items not typically available in this country are valued at the price of comparable merchandise.

MICHAEL E. GRAHAM, GRADUATE GEMOLOGIST (G.I.A.)
GEM AND JEWELRY SERVICES
95 MATHEWS DRIVE, STE.E-9 HILTON HEAD IS., SC 29926(843)342-3663

July 16, 2004

Unofficial Copy Office of Marine Business District Clerk

GEM AND JEWELRY SERVICES
 95 MATHEWS DRIVE, STE E-9 HILTON HEAD IS., SC 29928 (843) 342-3663

Gemstone Report

Customer: TO WHOM IT MAY CONCERN July 16, 2004

Address:

No.190-04/10553-1

Jewelry: Gems

Description: "PATRAMALI"-LARGE NATURAL SHAPE RUBY. THIS NATURAL RUBY MEASURES APPROX. 15.0x25.0x7.80cm AND IS STATED TO HAVE A WEIGHT OF 7.10kg AFTER POLISHING/CUTTING. THIS ARTIFACTS INFORMATION IS REFERENCED BY EMIL GEM LABORATORY REPORT#10553-1.

GemStone(s): GemStone: Ruby
 Nature: Natural
 Shape: (custom fancy)
 Quantity: 1 (Unmounted)
 Primary Color: Purple
 Secondary Color: Red
 Symmetry: Natural Shape
 Color Intensity: Medium
 Transparency: Opaque
 Tone: Dark

Additional Description: MINE CUT-SEMI POLISHED NATURAL RUBY WITH ZOISITE-AMPHIBOLITE INCLUSIONS. HEXAGONAL GROWTH, SCHILLER, INTERLOCKING FISSURES

Estimated Weight:

Other: Quantity: 1
 Description: ARTIFACT OF THE BUDDHIST PEOPLE OF THAILAND

Total Value: \$382,194,600.00

No.191-04/10323-3

Jewelry: Gems

Description: "SRITAWAN"-LARGE NATURAL SHAPE RUBY. THIS NATURAL RUBY MEASURES APPROX. 93.50x145.00x82.90mm AND IS STATED TO HAVE A WEIGHT 2.56kg AFTER POLISHING/CUTTING. THIS ARTIFACTS INFORMATION IS REFERENCED BY EMIL GEM LABORATORY REPORT#10323-3.

GemStone(s): GemStone: Ruby
 Nature: Natural
 Shape: (custom fancy)
 Quantity: 1 (Unmounted)
 Primary Color: Purple
 Secondary Color: Red
 Symmetry: Natural Shape
 Color Intensity: Medium
 Transparency: Opaque
 Tone: Dark

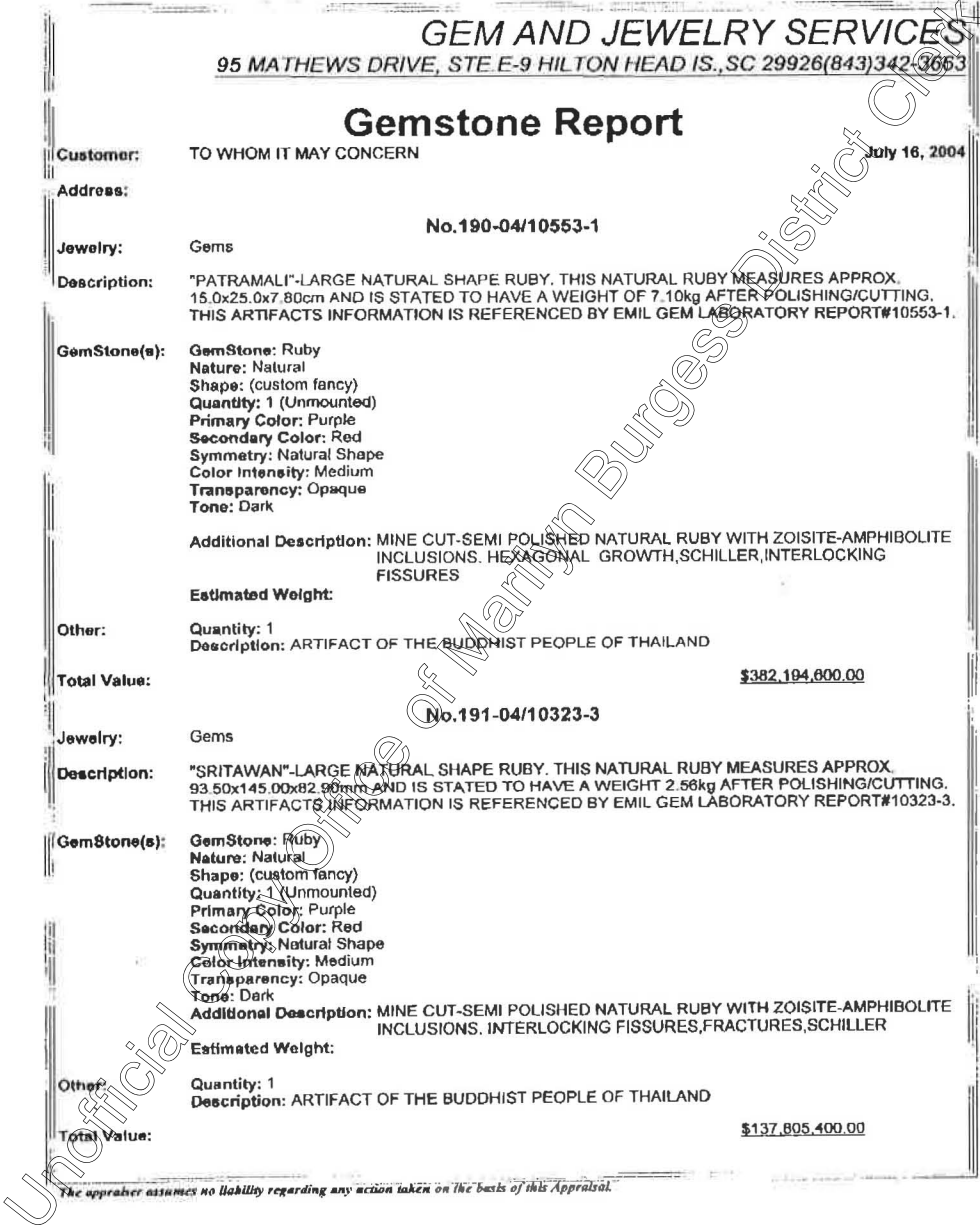
Additional Description: MINE CUT-SEMI POLISHED NATURAL RUBY WITH ZOISITE-AMPHIBOLITE INCLUSIONS. INTERLOCKING FISSURES, FRACTURES, SCHILLER

Estimated Weight:

Other: Quantity: 1
 Description: ARTIFACT OF THE BUDDHIST PEOPLE OF THAILAND

Total Value: \$137,805,400.00

The appraiser assumes no liability regarding any action taken on the basis of this Appraisal.



GEM AND JEWELRY SERVICES
95 MATHEWS DRIVE, STE E-9 HILTON HEAD IS., SC 29926 (843) 342-2663

Multi-Item

Number of Items in this certificate: 2

Total value of items in this certificate:

~~\$820,000.00~~

Michael E. Graham
MICHAEL E. GRAHAM, GRADUATE GEMOLOGIST G.I.F.
GEM AND JEWELRY SERVICES

Unofficial Copy Office of Marilyn Burgess District Clerk

The appraiser assumes no liability regarding any action taken on the basis of this Appraisal.