

AO 88B (Rev. 06/09) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of New York

ELLEN AGUIAR

Plaintiff

v.

WILLIAM NATBONY, et al.

Defendant

Civil Action No. 11-cv-61314 - ZLOCH

(If the action is pending in another district, state where: Southern District of Florida)

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

The Leiden Gallery

To: c/o National Registered Agents, Inc. 875 Avenue of the Americas, Suite 501 New York, NY 10001

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material: See Schedule A.

Table with 2 columns: Place (Boies, Schiller & Flexner LLP, 401 East Las Olas Boulevard, Suite 1200, Fort Lauderdale, Florida 33301) and Date and Time (07/15/2011 5:00 pm)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: Place and Date and Time (empty)

The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45 (d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.

Date: 07/01/2011

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature (handwritten)

The name, address, e-mail, and telephone number of the attorney representing (name of party) Ellen Aguiar, who issues or requests this subpoena, are:

Sigrid McCawley Boies, Schiller & Flexner LLP, 401 East Las Olas Boulevard, Suite 1200, Fort Lauderdale, FL 33301 smccawley@bsflp.com, (954) 356-0011

Civil Action No. 11-cv-61314 - ZLOCH

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

This subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

**Federal Rule of Civil Procedure 45 (c), (d), and (e) (Effective 12/1/07)**

**(c) Protecting a Person Subject to a Subpoena.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney’s fees — on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

**(A) Appearance Not Required.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

**(B) Objections.** A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

**(i)** At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

**(ii)** These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party’s officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

**(A) When Required.** On timely motion, the issuing court must quash or modify a subpoena that:

**(i)** fails to allow a reasonable time to comply;

**(ii)** requires a person who is neither a party nor a party’s officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;

**(iii)** requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

**(iv)** subjects a person to undue burden.

**(B) When Permitted.** To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

**(i)** disclosing a trade secret or other confidential research, development, or commercial information;

**(ii)** disclosing an unretained expert’s opinion or information that does not describe specific occurrences in dispute and results from the expert’s study that was not requested by a party; or

**(iii)** a person who is neither a party nor a party’s officer to incur substantial expense to travel more than 100 miles to attend trial.

**(C) Specifying Conditions as an Alternative.** In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

**(i)** shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

**(ii)** ensures that the subpoenaed person will be reasonably compensated.

**(d) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

**(A) Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

**(B) Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

**(C) Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.

**(D) Inaccessible Electronically Stored Information.** The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

**(A) Information Withheld.** A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

**(i)** expressly make the claim; and

**(ii)** describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

**(B) Information Produced.** If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(e) Contempt.** The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty’s failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

## SCHEDULE A

### DEFINITIONS AND INSTRUCTIONS

For purposes of this Subpoena, the following Definitions and Instructions shall apply:

(1) The terms "you," "your" or "yours" mean the entity(ies) to which this document subpoena is directed and any of its (or their) present or former parents, subsidiaries, divisions, subdivisions, affiliates, predecessor and successor entities, and any of the partners, officers, directors, employees, agents and legal counsel of any of them, or any other person acting for or on behalf of any of them.

(2) "Natbony," shall refer to Defendant William Natbony as well as any agent or other person acting, or purporting to act, at the direction or on behalf of Mr. Natbony.

(3) "Thomas Kaplan" shall refer to Defendant Thomas S. Kaplan as well as any agent or other person acting, or purporting to act, at the direction or on behalf of Mr. Kaplan.

(4) "Dafna Kaplan" shall refer to Defendant Dafna Kaplan as well as any agent or other person acting, or purporting to act, at the direction or on behalf of Mrs. Kaplan.

(5) The term "Complaint" means the Complaint filed in this action.

(6) "The Defendants" shall refer to all of the Defendants named in the Complaint, and shall include any individual Defendant or any combination of two or more Defendants.

(7) "The Thomas Kaplan Trust" shall refer to the Thomas Kaplan 2004 Ten-Year Grantor Retained Annuity Trust.

(8) "The Dafna Kaplan Trust" shall refer to the Dafna Kaplan 2003 Eight-Year Grantor Retained Annuity Trust.

(9) "The GRATs" shall refer to the Thomas Kaplan Trust together with the Dafna Kaplan Trust, and shall include either of the Trusts independently as well as both of the Trusts collectively.

(10) “GRAT Related Entity” shall refer to any entity (a) that the GRATs own, in whole or in part, directly or indirectly, (b) that are managed, directed, or controlled, in whole or in part, directly or indirectly, by the GRATs or any agent acting on behalf of the GRATs, or (c) that the GRATs have made payments to and are owned, managed, directed, or controlled, in whole or in part, directly or indirectly, by any of the Defendants.

(11) “Nabony Related Entity” shall refer to any entity (a) that the Nabony owns, in whole or in part, directly or indirectly, or (b) that are managed, directed, or controlled, in whole or in part, directly or indirectly, by Nabony or his agent.

(12) “Agent” shall mean any agent, employee, officer, director, representative, attorney, independent contractor or any other person acting, or purporting to act, at the direction of or on behalf of another.

(13) The term “beneficiary” shall include all possible or potential beneficiaries of a trust no matter how contingent, conditional or remote.

(14) The singular shall include the plural and vice versa; the terms "and" or "or" shall be both conjunctive and disjunctive; and the term "including" means "including without limitation."

(15) The use of the present tense includes the past tense, and the use of the past tense includes the present tense, so as to be inclusive of any documents that otherwise may be excluded from production.

(16) The words “pertain to” or “pertaining to” mean relates to, refers to, contains, concerns, describes, embodies, mentions, constitutes, constituting, supports, corroborates, demonstrates, proves, evidences, shows, refutes, disputes, rebuts, controverts or contradicts, in any way directly or indirectly.

(17) "Communication" shall refer to any exchange or transmission of information, whether oral, written, via electronic mail, or by other means, and includes but is not limited to, written, oral, telephonic, via electronic mail, or other inquiry, representation, discussion, meeting, letter, correspondence, memorandum, newsletter, telegram, advertisement, speech, conversation, conference, note, e-mail or computer generated message and any other documents which refer to any such communication.

(18) "Document" shall mean all written and graphic matter, however produced or reproduced, and each and every thing from which information can be processed, transcribed, transmitted, restored, recorded, or memorialized in any way, by any means, regardless of technology or form. It includes, without limitation, correspondence, memoranda, notes, notations, diaries, papers, books, accounts, newspaper and magazine articles, photographs, notebooks, ledgers, letters, telegrams, cables, telex messages, facsimiles, contracts, offers, agreements, reports, objects, tangible things, work papers, transcripts, minutes, reports and recordings of telephone or other conversations or communications, or of interviews or conferences, or of other meetings, occurrences or transactions, affidavits, statements, summaries, opinions, tests, experiments, analysis, evaluations, journals, balance sheets, income statements, statistical records, desk calendars, appointment books, lists, tabulations, sound recordings, data processing input or output, microfilms, checks, statements, receipts, summaries, computer printouts, computer programs, information kept in computer hard drives, other computer drives of any kind, computer tape back-up, CD-ROM, other computer disks of any kind, teletypes, telecopies, invoices, worksheets, printed matter of every kind and description, graphic and oral records and representations of any kind, and electronic "writings" and "recordings" as set forth in the Federal Rules of Evidence, including, but not limited to, originals or copies where originals

are not available. Any document with any marks such as initials, comments or notations of any kind of not deemed to be identical with one without such marks and is to be produced as a separate document. Where there is any questions about whether a tangible item otherwise described in these requests falls within the definition of "document" such tangible item shall be produced.

(19) "Person" shall mean any natural person, individual, group of individuals, corporation, not-for-profit corporation, proprietorship, partnership, trust, charitable trust, association, organization, governmental body, or any other entity.

(20) The words "related to," "relate to," or "relating to" mean refers to, contains, concerns, describes, embodies, mentions, constitutes, constituting, supports, corroborates, demonstrates, proves, evidences, shows, refutes, disputes, rebuts, controverts or contradicts, in any way directly or indirectly.

(21) If you object to fully identifying a document or communication because of a privilege, you must nevertheless provide the following information unless divulging the information would disclose the privileged information:

- (a) the nature of the privilege claimed (including work product);
- (b) if the privilege is being asserted in connection with a claim or defense governed by state law, the state privilege rule being invoked;
- (c) the date of the document or oral communication;
- (d) if a document: its type (correspondence, memorandum, facsimile, etc.), custodian, location, and such other information sufficient to identify the document for a subpoena duces tecum or a document request, including

where appropriate the author, the addressee, and if not apparent, the relationship between the author and addressee;

- (e) if an oral communication: the place where it was made, the names of the persons present while it was made, and if not apparent, the relationship of the persons present to the declarant; and
- (f) the general subject matter of the document or oral communication.

(22) These requests shall include all documents which are in your possession, custody or control, or in the possession, custody or control of your present or former employees, agents, representatives, attorneys, or any and all persons acting on its behalf.

(23) If any document responsive to a request has been destroyed, describe the content of that document, the location of that document, the date of such destruction, and the name of the person who ordered or authorized such destruction.

(24) In producing the documents requested, indicate the specific request(s) pursuant to which the document is being produced.

(25) These requests should be deemed continuing, and supplemental production should be provided as additional documents become available.

### **SUBPOENAED DOCUMENTS**

1. All documents produced by you to any of the parties in the case of *Leor Exploration & Production LLC, Pardus Petroleum L.P., et al. v. Guma Aguiar*, Case No. 09-60136-CIV-Seitz (S.D. Fla.).

2. All documents produced by you to any of the parties in the case of *Guma Aguiar v. William Natbony, Thomas Kaplan, and Katten Muchin Rosenman, LLP*, Case No. 09-60683 (S.D. Fla.).



3. All documents produced by you to any of the parties in the case of *Guma Aguiar v. Pardus Petroleum, LP, Pardus Petroleum LLC, and William Natbony, in his capacity as Trustee of the Dafna Kaplan 2003 Eight-Year Grantor Retained Annuity Trust and Thomas Kaplan 2004 Ten-Year Grantor Retained Annuity Trust*, Case No. 6:09CV0005 (W.D. Tex.).

4. All documents produced by you to any of the parties in the case of *Thomas Kaplan v. Guma Aguiar and The Lillian Jean Kaplan Foundation, Inc.*, Case No. 09-001509 CA (07)(Fla. 17th. Cir.).

5. All documents pertaining to the creation, structure, organization and purpose of the GRATs, including, but not limited to, the original trust agreements, amendments to the trust agreements, documents pertaining to the drafting and adoption of the original trust agreements and any amendment or proposed amendment to the trust agreements, and documents pertaining to communications among and between the Defendants or between Defendants and other parties concerning the purpose of the trust or any amendment to the GRATs or any advantage to be derived from the structure or organization of the trust or any amendment to the trust.

6. All documents pertaining to the selection of Natbony as trustee of the GRATs, including, but not limited to, documents pertaining to other candidates considered for trustee, documents pertaining to Natbony's fitness to serve as trustee, documents pertaining to Natbony's anticipated role as trustee, or the advantages or disadvantages of selecting Natbony as trustee, including the impact such selection would have on any other Defendants' influence or control over the trust.

7. All documents pertaining to any communications among and between the Defendants or between Defendants and other parties concerning the relationship between

William Natbony and Thomas S. Kaplan for the period prior to and contemporaneous with Natbony's selection as trustee.

8. All documents pertaining to any and all discussion or consideration of the possibility of replacing William Natbony as trustee of the GRATs, including, but not limited to, documents pertaining to the advantages or disadvantages of replacing Natbony as trustee, including the impact such replacement would have on Thomas Kaplan's influence or control over the trust, and documents containing information on any entities or individuals who could have served as replacement trustee.

9. All documents pertaining to Natbony's role as trustee of the GRATs, including, but not limited to, documents pertaining to Natbony's authority as trustee, and documents pertaining to any communications between Natbony and any other Defendant regarding the administration of the trust or any investment, contribution or distribution made or contemplated to be made by the trust.

10. All documents pertaining to Natbony's actions as trustee of the GRATs, including, but not limited to, documents pertaining to Natbony's authorization of any investments or charitable contributions made by the trust and to any such investment or contribution made or contemplated, documents pertaining to Natbony's authorization of distributions made by the trust and to any such distribution made or contemplated.

11. All documents pertaining to Natbony's compensation or enrichment as a result of his role as trustee of the GRATs, including, but not limited to, documents pertaining to any payment, for any purpose, however categorized, made directly to Natbony by the trust or by any Trust Related Entity, and documents pertaining to any payment, for any purpose, however categorized, made to any Natbony Related Entity by the trust or by any GRAT Related Entity.

12. All documents pertaining to the past and present value and assets of the GRATs and any changes in the value or assets of the GRATs that have occurred in the past or are anticipated in the future, including, but not limited to, all estimates, actual accountings and forward looking projections of valuations, assets, and earnings.

13. All documents pertaining to any expenditures made by the GRATs

14. All document pertaining to the past and present value of the assets of each of the GRATS, including, but not limited, to the present value of all investments, real property, artwork, and companies or entities owned by the GRATs; the value of any and all investments, real property, artwork, and companies or entities owned, past or present, by the GRATs at the time they were acquired; and the value of any and all investments, real property, artwork, and companies or entities previously owned by the GRATs at the time they were sold or otherwise disposed of.

15. All documents pertaining to services provided to the GRATs or Natbony as trustee of the GRATs by Tigris Financial Group Ltd. or any other entity owned, managed, directed, or controlled, in whole or in part, directly or indirectly, by any Defendant.

16. All documents pertaining to any payments, for any purpose, however categorized, made by the GRATs or any GRAT Related Entity to Thomas Kaplan, Dafna Kaplan or any entity owned, managed, directed, or controlled, in whole or in part, directly or indirectly, by either or both of the Kaplan's, including, but not limited to, Tigris Financial Group Ltd. and any related persons or entities.

17. All documents pertaining to any payments, for any purpose, however categorized, made by the GRATs or any GRAT Related Entity to any relative of any Defendant, including, but not limited to, Danielle Recanati, Jason Kaplan and Patricia Kaplan, or to any entity owned,

managed, directed, or controlled, in whole or in part, directly or indirectly, by any relative of any Defendant.

18. All documents pertaining to the inclusion, addition, removal or modification of any individual, including, but not limited to, Ellen Aguiar and her issue, as an actual, permissible, or potential beneficiary of the GRATs.

19. All documents pertaining to any communications between Natbony and any actual, permissible, or potential beneficiary of the GRATs, including, but not limited to, Ellen Aguiar and her issue, regarding the GRATs, including, but not limited to, communications regarding amendments to the GRATs, communications regarding distributions from the GRATs, and communications regarding the nature of the GRATs and any actual, permissible, or potential beneficiaries interest in the GRATs.

20. All documents pertaining to any trust for which Ellen Aguiar is or was at any point in time a beneficiary, or potential beneficiary, however remote or contingent, including, but not limited to, all documents pertaining to any discussion or consideration of her inclusion, addition or removal as a beneficiary or potential beneficiary from any trust.

21. All documents pertaining to any actual or contemplated purchase or sale of any artwork by the GRATs or any GRAT Related Entity, including, but not limited to all documents pertaining to Spitfire Partners LLC.

22. All documents pertaining to any company or entity created or acquired by the GRATs, any GRAT Related Entity or any of the Defendants for the purchase of artwork and any company or entity owned or controlled by the GRATs, any GRAT Related Entity or any of the Defendants that either purchased artwork from or sold artwork to the GRATs, any GRAT Related Entity or any of the Defendants,

23. All documents pertaining to the purchase, directly or indirectly, of any property in the Pantanal region of Brazil, or any other property purchases made or contemplated to be made related to the preservation of wildlife, by the GRATs or any GRAT Related Entity.

24. All documents pertaining to the purchase, directly or indirectly, of any property in the Seychelles, Israel, or any other location where purchases were made or contemplated to be made for the personal use of any Defendant or their families, by the GRATs or any GRAT Related Entity.

25. All documents pertaining to any charitable contributions made or contemplated to be made to any entity affiliated with any Defendant by the GRATs or any GRAT Related Entity.

26. All documents pertaining to any threat or retaliatory act made or contemplated by any Defendant against Plaintiff Ellen Aguiar, any member of her family, or any other person related to or affiliated with Ms. Aguiar.

27. All documents pertaining to any threat, promise of reward, actual reward or retaliatory act made or contemplated by any Defendant against any person involving their status as an actual, permissible, or potential beneficiary of the GRATs or involving the use or direction of the assets of the GRATs or any GRAT Related Entity.

28. All documents pertaining to investments made by the GRATs or any GRAT Related Entity, directly or indirectly, in oil and gas exploration and development, including, but not limited to, documents pertaining to investments, including indirect investments, in Leor Exploration & Production LLC and any related entities and documents pertaining to any financial returns generated from such investments.

29. All documents pertaining to the participation of Robert Friedman and Katten Muchin Rosenman LLP in the formation and administration of the GRATs.

30. All documents pertaining to any compensation received by Natbony from any source for the years 2003 to the present, including any and all documents related to any potential compensation discussed or contemplated during this period.

31. All documents pertaining to any trusts or related entities for which Ellen Aguiar or any of her issue is currently or ever has been a beneficiary or potential beneficiary, including, but not limited to, the Aqua Ocean Generations Trust, the Next Generations Trust, the Aguiar Generations Trust, CGT Management Ltd., Electrum and Terralliance.

32. All documents pertaining to any Surrogate Court filings related to the GRATs or any other trust or related entity that Ellen Aguiar or any of her issue is currently or ever has been a beneficiary or potential beneficiary, including, but not limited to the Aqua Ocean Generations Trust, the Next Generations Trust, the Aguiar Generations Trust, CGT Management Ltd., Electrum and Terralliance.

33. All documents pertaining to any communications of any of the Defendants regarding the GRATs or any other trust that Ellen Aguiar or any of her issue is currently or ever has been a beneficiary or potential beneficiary.

34. All documents pertaining to any communications of any of the Defendants regarding any former or current beneficiaries or potential beneficiaries of the GRATs.

35. All documents pertaining to any communications of any of the Defendants with Rabbi Lieb Tropper regarding the GRATS, any GRAT Related Entity, including, but not limited to Leor Exploration and Production, LLP, or any current or former beneficiary or potential beneficiary of the GRATs.

36. All documents pertaining to any communications of any of the Defendants with Jason Kaplan or Patricia Kaplan regarding the GRATS, any GRAT Related Entity, including, but

not limited to Leor Exploration and Production, LLP, or any current or former beneficiary or potential beneficiary of the GRATs.

37. All documents pertaining to any communications of any of the Defendants with Emma Wells regarding the GRATs or any other trusts, any GRAT Related Entity, including, but not limited to Leor Exploration and Production, LLP, or any current or former beneficiary or potential beneficiary of the GRATs or any other trust.

38. All documents pertaining to any communications of any of the Defendants with the Katten Muchin Rosenman LLP or anyone affiliated with the Katten Muchin Rosenman LLP regarding the GRATs or any other trusts, any GRAT Related Entity, including, but not limited to Leor Exploration and Production, LLP, or any current or former beneficiary or potential beneficiary of the GRATs or any other trusts.

39. All documents pertaining to any investments in Gold or other precious metals or in companies involved in the exploration, production, holding or distribution of Gold or other precious metals by the GRATs or any GRAT Related Entity.

40. All documents pertaining to any investigation of Guma Aguiar that William Natbony authorized, conducted or participated in while serving as trustee of the GRATs or any other trust for which Ellen Aguiar or any of her issue are or where at the time beneficiaries or potential beneficiaries.