

EXPEDITION ROYALTY CO., LLC,	§	IN THE DISTRICT COURT OF
	§	
Plaintiff/Counter-Defendant,	§	DALLAS COUNTY, TEXAS
	§	
v.	§	
	§	
NOMAD LAND AND ENERGY	§	191st JUDICIAL DISTRICT
RESOURCES, LLC and JOHN T. BAY,	§	
	§	
Defendant/Counter-Plaintiffs.	§	

ORDER GRANTING SUMMARY JUDGMENT ON PLAINTIFF'S AFFIRMATIVE CLAIMS AGAINST DEFENDANTS

On June 12, 2020 the Court heard Plaintiff Expedition Royalty Co., LLC's ("Expedition") Motion for Summary Judgment on Affirmative Claims Against Defendants (the "Motion"). After considering the record, arguments of counsel, and applicable law, the Court finds and concludes that the Motion should be, and hereby is **GRANTED** against the Defendant, Nomad Land and Energy Resources, LLC ("Nomad") and against the Defendant John T. Bay ("Bay") (together, the "Defendants"). Now, therefore, the Court **DECLARES** that:

1. The Closing Date under the Mineral Estate Purchase Agreement by and between Expedition and Nomad (the "MEPA") was and remained November 9, 2018 (the "Closing Date").
2. Nomad failed to perform its obligations under the MEPA by the Closing Date.
3. Expedition properly terminated the MEPA after the Closing Date on November 11, 2018.
4. Expedition's November 11, 2018 request to Nomad for the return of its earnest money deposit of \$143,220.00 which it had paid to Nomad pursuant to the MEPA (the "Deposit") was proper and Nomad should have honored the request pursuant to the terms of the MEPA prior to close of business Monday, November 12, 2018.
5. Nomad breached the MEPA by failing to return the Deposit prior to close of business Monday, November 12, 2018.

6. Expedition is entitled to the return of the Deposit.

Now, therefore, **IT IS HEREBY ORDERED** that as a result of Nomad's failure to perform under the terms of the MEPA, and its breach of the MEPA, Nomad and/or its principal Tom Bay, must pay to Expedition the amount of \$143,220.00 within three ("3") days of the date of this Order.

The Court further finds that the uncontested factual record shows that Bay, and Nomad through Bay, made a knowingly false, intentional and material misrepresentation when Bay presented Expedition with a copy of its Purchase and Sale Agreement with the underlying mineral owners containing an altered land description and a forged signature page. The uncontested factual record further shows that the Defendants intended Expedition to rely on its knowingly false, intentional and material misrepresentation, and that Expedition indeed entered into the MEPA based on Defendants knowingly false, intentional and material misrepresentation. Finally, the uncontested factual record shows that Expedition was injured by its reliance on the Defendants knowingly false, intentional and material misrepresentation. Based on these findings, and the applicable law, Expedition is entitled to summary judgment on its common-law fraud claim (Claim Three) and on its statutory fraud claim (Claim Five) against both Defendants.

Now, therefore, **IT IS FURTHER ORDERED** that Expedition's common-law fraud claim (Claim Three) and its statutory fraud claim (Claim Five) are **GRANTED** as to both Defendants. Accordingly, Expedition is entitled to recover its reasonable and necessary attorney's fees for the hiring of its attorneys to bring and enforce these claims. Expedition shall submit its application for taxable costs within thirty ("30") days of the date of this order.

IT IS SO ORDERED.

SIGNED ON this 12th day of June, 2026.



JUDGE PRESIDING

EXPEDITION ROYALTY CO., LLC,	§	IN THE DISTRICT COURT OF
	§	
Plaintiff/Counter-Defendant,	§	DALLAS COUNTY, TEXAS
	§	
v.	§	
	§	
NOMAD LAND AND ENERGY	§	191st JUDICIAL DISTRICT
RESOURCES, LLC and JOHN T. BAY,	§	
	§	
Defendant/Counter-Plaintiffs.	§	

**ORDER GRANTING PLAINTIFF'S TRADITIONAL AND NO-EVIDENCE MOTIONS
FOR SUMMARY JUDGMENT ON NOMAD LAND AND ENERGY RESOURCES,
LLC'S COUNTERCLAIMS**

On June 12, 2020 the Court heard Plaintiff Expedition Royalty Co., LLC's ("Expedition") Traditional and No-Evidence Motion for Summary Judgment on Nomad Land and Energy Resources, LLC's ("Nomad") Counterclaims (the "Motion"). After considering the record, arguments of counsel, and applicable law, the Court finds and concludes that the Motion should be, and hereby is **GRANTED** against the Defendant, Nomad Land and Energy Resources, LLC ("Nomad").

Fact discovery in this matter began in February 2019. It continued for over one year until the discovery cutoff date occurred on March 23, 2020. The parties engaged in both written and deposition discovery during this time. Despite this extended discovery period, the record before the Court demonstrates that each of Nomad's Counterclaims fails as a matter of law, and that Nomad has not been able to produce factual evidence of a genuine issue of material fact to the contrary.

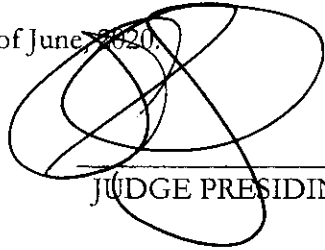
Now, therefore, **IT IS ORDERED** that:

1. Expedition's Motion is **GRANTED** as to Nomad's Tortious Interference claim (Claim 1).
2. Expedition's Motion is **GRANTED** as to Nomad's Breach of Contract claim (Claim 2).
3. Expedition's Motion is **GRANTED** as to Nomad's Statutory Fraud, Common law Fraud, and Fraud in the Inducement claims (Claim 3).

Nomad's Counterclaims are hereby **DISMISSED WITH PREJUDICE** and its claim for Attorneys' Fees is denied as moot.

IT IS SO ORDERED.

SIGNED ON this 12th day of June, 2020.

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and lines, positioned above a horizontal line.

JUDGE PRESIDING