

DURABLE SPECIAL POWER OF ATTORNEY
FOR
ELMER H. BRUNSTING

THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTHCARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I revoke all previous powers of attorney given by me. This is a durable special power of attorney given in order to coordinate the management, protection and conservation of my property, with property previously transferred to my revocable living trust, especially in the event I am unable for any reason to manage, protect and conserve my own property or transfer such property to my revocable living trust, and to avoid a guardianship as to the management, protection and conservation of property. The authority and legal capacity of my Personal Representative (hereinafter referred to as "Agent") will be that of a personal representative, trustee and attorney-in-fact.

My revocable living trust (hereinafter referred to as my "Living Trust") shall be referred to, for all purposes, as follows:

ELMER H. BRUNSTING or NELVA E. BRUNSTING,
Trustees, or the successor Trustees, under the BRUNSTING
FAMILY LIVING TRUST, dated October 10, 1996, as
amended.

Appointment of the Agent

I appoint NELVA E. BRUNSTING as my Agent. If NELVA E. BRUNSTING ceases to serve for any reason, I appoint the following individuals as my Agent to serve in the following order:

First, CARL HENRY BRUNSTING
Second, AMY RUTH TSCHIRHART
Third, CANDACE LOUISE CURTIS

My Agents, in the order listed, are also my preference as guardian should a court appointed guardian of my person or estate be required.

My Agent will serve without the requirement of bond or other security, and will have the authority to do and perform those things delineated below, as fully, to all intents and purposes, as I might or could do if personally present:

1. I grant my Agent full power and authority to do everything necessary to transfer, assign, convey, and deliver any interest I may have in property owned by me to my Living Trust.
2. In order for my Agent to transfer my property under this Durable Special Power of Attorney, the following powers are set forth to provide guidance as to some of the powers granted by me to my Agent:

My Agent may convey real or personal property, whether tangible or intangible, or any interest therein.

My Agent may receive and endorse checks and drafts, deposit and withdraw funds, and acquire and redeem certificates of deposit in banks, savings and loans, and all other financial institutions.

My Agent may receive and endorse checks and drafts, withdraw funds, make elections and otherwise deal with any and all retirement accounts or qualified plans as deemed necessary by my Agent.

My Agent may execute or release mortgages, deeds of trust, or other security agreements as may be necessary to accomplish the purpose of this Durable Special Power of Attorney.

My Agent may apply for, endorse, and transfer certificates of title for any motor vehicle.

My Agent may endorse, convey, and otherwise transfer all business interests that I may now own or hereafter acquire.

My Agent may have access to any safe deposit box rented by me and remove the contents of such safe deposit box, and any institution in which a safe deposit box is located shall be relieved of any liability to me, my heirs, or assigns as a result of my Agent's exercise of this power.

3. State law, and title companies that issue owners' and mortgagees' policies of title insurance, may impose a limitation upon the authority of an Agent to convey title to real estate without the actual joinder of the person represented. Any such impediment will serve to frustrate the very purpose for which this limited special power of attorney is given. Therefore, I give to my Agent the unlimited authority to transfer, assign, convey and deliver legal and equitable title to any real estate, or interest in real estate which I may own to my Living Trust.

This authority will include any property in which I may have a homestead interest. I waive any requirement which may be imposed by law or by a title agency that I personally join in the conveyance. To protect the title agency and any other person, agency or entity who may rely upon the authority vested in this document, I bind myself, my estate, my successors and assigns and my Agent to indemnify and hold harmless any person, agency, or entity from any claim or loss whatsoever in relying upon the authority provided by this document and the authority of my Agent.

4. I grant my Agent full power and authority to prepare, execute and file joint, separate, or any other tax returns of any nature (e.g., income tax, gift tax, estate tax or generation skipping transfer tax) and declarations of estimated income tax required by the Internal Revenue Code to be made by me and to settle with the Internal Revenue Service, its agents and representatives, any questions concerning my liability for and the collection, refund or payment of said taxes, and to possess all of the authorities and all of the powers set forth in Form 2848 of the Department of the Treasury, Internal Revenue Service, as amended or revised hereafter, including the power to receive refund checks due to me, from the date of this instrument until this instrument is revoked.
5. I grant my Agent full power and authority to make any elections (e.g., tax, payment amount, payment frequency, etc.) in respect of any retirement account (e.g., IRA, pension plan, 401k, etc.) that I have or of which I am the contributor. Furthermore, I grant my Agent full power and authority to transfer, assign, convey and deliver any interest I may have in such retirement accounts to my Living Trust.
6. Any person, entity or institution dealing with my Agent will be entitled to rely upon my Agent's sworn statement that this special power of attorney has not been revoked and the Agent is authorized and empowered to serve. I indemnify and hold harmless any person, firm, institution or agency from any loss or claim whatsoever when reliant upon such statement, and to this end, I bind myself, my estate, my heirs, successors and assigns. I vest in my Agent the authority to record this power of attorney at any reasonable time, and, to the extent I may lawfully provide, my Agent

may do so at any time before the Agent is to act with respect to any third party who may be asked to rely upon this document.

7. I grant my Agent full power and authority to indemnify and hold harmless any third party who accepts and acts under this Durable Special Power of Attorney. No person who acts in reliance on the representations of my Agent or the authority granted under this Durable Special Power of Attorney shall incur any liability to me, my heirs, or assigns as a result of permitting my Agent to exercise any power granted under this Durable Special Power of Attorney.
8. This power of attorney is revocable and revocation will be effective if a written and acknowledged revocation is filed of record in the deed records of each county in which this power of attorney has been placed of record, if any. Further, revocation will be effective as to a third party relying on the power of attorney when the third party has actual notice of the revocation regardless of whether this power of attorney has been placed of record. Finally, written notification of the revocation of this power of attorney to any agent under this power of attorney will also effectively revoke this power.
9. I grant my Agent full power and authority to exercise, do or perform any act, right, power, duty or obligation whatsoever that I now have or may acquire the legal right, power or capacity to exercise, do, or perform in connection with, arising out of, or relating to any person, item, thing, transaction, business property, real or personal, tangible or intangible, or matter whatsoever.
10. I grant my Agent full power and authority to ask, demand, sue for, recover, collect, receive and hold and possess all sums of money, debts, dues, goods, wares, merchandise, chattels, effects, bonds, notes, checks, drafts, accounts, deposits, safe deposit boxes, post office box privileges, legacies, bequests, devises, interests, dividends, stock certificates, certificates of deposit, annuities, pension and retirement benefits, stock bonus plan and profit sharing plan benefits, stock options, insurance benefits and proceeds, documents of title, choices in actions, personal and real property, tangible and intangible property and property rights, and demands whatsoever, liquidated or unliquidated, and things of whatsoever nature or description which now are or hereafter shall be or become due, owing, payable or belonging to me in or by any right, title, ways or means howsoever, and upon receipt thereof or of any part thereof to make, sign, execute, and deliver such receipts, releases or other discharges for the same as my said attorney shall think fit or be advised.

11. I grant my Agent full power and authority to engage, employ, and dismiss any agents, clerks, servants, attorneys-at-law, accountants, investment advisors, custodians, or other persons in and about the performance of these presents as my attorney shall think fit.

Special Power of Attorney

This document is to be construed as a Special Power of Attorney vesting in my Agent only those powers and authority specifically enumerated, without my joinder or consent, for me and on my behalf as if I were personally present and acting. Any transaction completed on my behalf by my Agent will be binding upon me, my estate, my successors and assigns.

My Disability

My Agent will have the authority to continue acting in such capacity during any period or episode of my disability. This power of attorney is to be construed and considered as being a durable power of attorney and will not terminate upon my disability. As a trust, the authority of the Agent will continue following my death for the time reasonably needed to complete administration of the property which at the time of my death goes into custody or control of my Agent. This would include, for example, all property held in the name of my Agent as Trustee.

Authority as Trustee

I vest in my Agent all of the power and authority given to trustees by the trust laws of the State of Texas. If my Agent determines that it is in my best interest under the facts and circumstances then existing, I authorize my Agent to take possession of any and all of my property and estate, as Trustee, and to hold, conserve and administer such property for me and my general welfare. My Agent will be responsible only for the property of my estate over which the Agent shall assert direct control, and will not have liability for the loss of income from, or the depreciation of the value of, assets which the Agent does not possess or which are retained in the form my Agent received them.

My Agent is authorized, upon my death, to make direct payment for any expense related to my hospitalization, illness, treatment and care prior to my death, and any expense related to my death and the settlement of my estate. The trust created by this document will continue for a reasonable period of time in which to conclude any administration, pay expenses of termination (including the discretionary payment of expenses and estate settlement costs) and to make distributions of the trust property to my Living Trust.

Ratification and Indemnity

I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. Further, I ratify and confirm all that my Agent will do or cause to be done by reason of the authority vested by this power of attorney and by law. No person, firm, agency or entity will be obligated to see to the application of any payment delivered to my Agent for or on my behalf. My Agent is authorized to proceed in my name and on my behalf against any person, agency or entity who will fail or refuse to recognize the authority of my Agent or who will refuse to transact business with my Agent to my harm and detriment.

Life Insurance on the Life of My Agent

My Agent shall have no rights or powers with respect to any policy of insurance owned by me on the life of my Agent.

Construction of Power

My agent shall have all rights and powers conferred under Chapter XII, Section 499 of the Texas Probate Code, as amended, as it pertains to my Living Trust.

Conclusion

This power of attorney is dated and effective as of January 12, 2005.

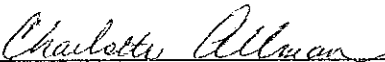

ELMER H. BRUNSTING, Principal

13630 Pinerock
Houston, Texas 77079

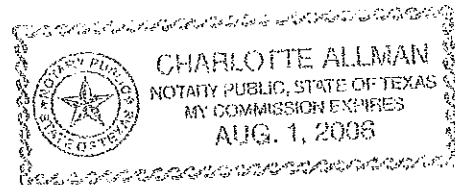
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Durable Special Power of Attorney was acknowledged before me by ELMER H. BRUNSTING, Principal, on January 12, 2005.

Witness my hand and official seal.



Notary Public, State of Texas



THE ATTORNEY IN FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT AND IS RESPONSIBLE FOR MAINTAINING APPROPRIATE RECORDS OF EACH TRANSACTION, INCLUDING AN ACCOUNTING OF RECEIPTS AND DISBURSEMENTS. AS A FIDUCIARY, AN ATTORNEY-IN-FACT OR AGENT IS HELD TO THE HIGHEST STANDARDS OF GOOD FAITH, FAIR DEALING, AND LOYALTY WITH RESPECT TO THE PRINCIPAL. FAILURE TO ADHERE TO THESE STANDARDS MAY SUBJECT AN ATTORNEY-IN-FACT OR AGENT TO LEGAL ACTION. DEPENDING ON THE DEGREE OF MISCONDUCT, AN ATTORNEY-IN-FACT OR AGENT MAY BE LIABLE FOR DAMAGES OR MAY BE CHARGED WITH A CRIMINAL OFFENSE.

AFTER RECORDING RETURN TO:
ELMER H. BRUNSTING or NELVA E. BRUNSTING
13630 Pinerock
Houston, Texas 77079

DUTY TO INFORM AND ACCOUNT
Texas Probate Code Section 489B

The attorney-in-fact or agent is a fiduciary and has a duty to inform and to account for actions taken pursuant to the power of attorney.

The attorney-in-fact or agent shall timely inform the principal of all actions taken pursuant to the power of attorney. Failure of the attorney-in-fact or agent to inform timely, as to third parties, shall not invalidate any action of the attorney-in-fact or agent.

The attorney-in-fact or agent shall maintain records of each action taken or decision made by the attorney-in-fact or agent.

The principal may demand an accounting by the attorney-in-fact or agent. Unless otherwise directed by the principal, the accounting shall include:

1. the property belonging to the principal that has come to the attorney-in-fact's or agent's knowledge or into the attorney-in-fact's or agent's possession;
2. all actions taken or decisions made by the attorney-in-fact or agent;
3. a complete account of receipts, disbursements, and other actions of the attorney-in-fact or agent, including their source and nature, with receipts of principal and income shown separately;
4. a listing of all property over which the attorney-in-fact or agent has exercised control, with an adequate description of each asset and its current value if known to the attorney-in-fact or agent;
5. the cash balance on hand and the name and location of the depository where the balance is kept;
6. all known liabilities; and,
7. such other information and facts known to the attorney-in-fact or agent as may be necessary to a full and definite understanding of the exact condition of the property belonging to the principal.

Unless directed otherwise by the principal, the attorney-in-fact or agent shall also provide to the principal all documentation regarding the principal's property.

The attorney-in-fact or agent shall maintain all records until delivered to the principal, released by the principal, or discharged by a court.

If the attorney-in-fact or agent fails or refuses to inform the principal, provide documentation, or deliver the accounting within 60 days (or such longer or shorter time that the principal demands or a court may order), the principal may file suit to compel the attorney-in-fact or agent to deliver the accounting, to deliver the assets, or to terminate the power of attorney.

This section shall not limit the right of the principal to terminate the power of attorney or make additional requirements of, or to give additional instructions to the attorney-in-fact or agent.

Wherever in this chapter a principal is given an authority to act, that shall include not only the principal but also any person designated by the principal, a guardian of the estate of the principal, or other personal representative of the principal.

The rights set out in this section and chapter are cumulative of any other rights or remedies the principal may have at common law or other applicable statutes and not in derogation of those rights.