

KEY DEPOSIT \$ 0.00 *now 385*

To: BANK OF AMERICA TEXAS, N.A. ("BANK")

The lessees, by signing below, acknowledge and agree to the terms of the lease contract on the reverse side of this card and the receipt of two keys. *EHB*

Authorized signatures, 1 required for access.

LESSEE	SIGNATURES
ELMER H BRUNSTING	<i>Elmer H Brunsting</i>
NELVA E BRUNSTING	<i>Nelva E Brunsting</i>

LESSEE'S NAME ELMER H BRUNSTING		SOCIAL SECURITY NO. 202-32-8905	
RESIDENCE ADDRESS 13530 PINEROCK HOUSTON TX 77079		PHONE NO. 713-464-4391	
BUSINESS ADDRESS		PHONE NO.	

DRIVER'S LICENSE NUMBER 03911861	STATE	BIRTH DATE 03-29-21	BIRTH PLACE HULL/IOWA	MOTHER'S MAIDEN NAME RIKERS
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LESSEE'S NAME NELVA E BRUNSTING		SOCIAL SECURITY NO. 481-30-4685	
RESIDENCE ADDRESS 13530 PINEROCK HOUSTON TX 77079		PHONE NO. 713-464-4391	
BUSINESS ADDRESS		PHONE NO.	

DRIVER'S LICENSE NUMBER 01934029	STATE	BIRTH DATE 10-08-26	BIRTH PLACE SHELDON, IOWA	MOTHER'S MAIDEN NAME KOHLBECK
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LESSEE'S NAME		SOCIAL SECURITY NO.	
RESIDENCE ADDRESS		PHONE NO.	
BUSINESS ADDRESS		PHONE NO.	

DRIVER'S LICENSE NUMBER	STATE	BIRTH DATE	BIRTH PLACE	MOTHER'S MAIDEN NAME
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LESSEE'S NAME		SOCIAL SECURITY NO.	
RESIDENCE ADDRESS		PHONE NO.	
BUSINESS ADDRESS		PHONE NO.	

DRIVER'S LICENSE NUMBER	STATE	BIRTH DATE	BIRTH PLACE	MOTHER'S MAIDEN NAME
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EXPLAIN TO CUSTOMER

<input type="checkbox"/> Unpaid Rent	<input type="checkbox"/> Power of Attorney
<input type="checkbox"/> Entrance Procedure	<input type="checkbox"/> Procedure for Deceased
<input type="checkbox"/> Co-Lessee or Deputy Relationship	<input type="checkbox"/> Lessee
<input checked="" type="checkbox"/> Billing Procedure	<input type="checkbox"/> Co-Lessee
<input type="checkbox"/> Procedure if keys are lost	<input type="checkbox"/> Deputy

PREPARED BY: DAWN BOMBOLD	DATE RECEIVED
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SURRENDER OF SAFE DEPOSIT BOX

DATE

I certify that all property placed in the above numbered safe deposit box covered by this contract has been lawfully withdrawn therefrom; all liability of said Bank therefor is released and discharged, contract is terminated, and this box is relinquished.

LESSEE _____

CONTRACT FOR
LEASE OF SAFE DEPOSIT BOX TO INDIVIDUAL CO-LESSEES OF BANK OF
CORPORATION, PARTNERSHIP OR UNINCORPORATED ASSOCIATION

In consideration of the rental as provided for herein, the Lessee or Lessees named on the reverse side of this card (each a "Lessee") have this date leased from Bank of America Texas, N.A. (the "Bank") the numbered safe deposit box ("Box") indicated on the reverse of this card for a period of one year, subject to the following terms and conditions.

(1) The relationship of the Bank and Lessee shall be that of landlord and tenant, and the rights and liabilities of the parties set forth herein shall be governed accordingly. Lessee shall be deemed in law for all purposes to be in possession of the Box and the contents thereof during the existence of this lease. In the event the Box is rented jointly by or for two or more persons, if it is distinctly understood and agreed that the term Lessee, as used herein, shall mean each of said persons separately, and except as otherwise provided by the terms hereof, each such person shall be treated as Lessee to the same extent as though each alone had been named as Lessee. Each such Lessee shall have equal access rights to the Box (only two keys per box - 3 or more lessees). The Bank shall have no responsibility for any items removed from a jointly leased Box by any Lessee, regardless of who owns such items, or for any damage to any Lessee's property occurring as a result of access to the Box by another Lessee.

The Bank shall have no duty to determine whether any Lessee has died. The surviving co-Lessee shall immediately notify the Bank if any co-Lessee dies. In the absence of such notice, each time the Box is opened by a co-Lessee, such co-Lessee warrants and represents to the Bank that the other co-Lessees are alive. The death of one co-Lessee or a dispute or disagreement between co-Lessees shall not terminate the Bank's authority to allow one co-Lessee to withdraw the contents of the Box unilaterally, provided that in such event the Bank may at its option, but shall not be obligated, to require that the contents of the Box be released jointly to the heirs or personal representatives of the deceased co-Lessee and the surviving Lessees in the case of a death or jointly to the co-Lessees in the case of a dispute or disagreement. The Bank shall not be obligated to require such joint release, nor shall the Bank be liable for failure to require same.

(2) Access to the Box by Lessee shall only be allowed when the vaults of the Bank are open. The Bank shall fix the hours of opening and closing the vaults. Vaults of the Bank may be wholly closed on Saturday, Sunday, on any national, state or city holiday, and on any other day when, on account of floods, unusual crowds, emergency, or for any other reason, the Bank shall deem such closing prudent and proper. Further, the Bank shall not be liable for any delay caused by failure of vault doors or locks to operate. No person other than Lessee, a duly authorized deputy, or persons authorized under Texas law, including but not limited to Sections 36B, 36C, 36D and 36E of the Texas Probate Code, or by legal process against Lessee shall have access to the Box or its contents.

(3) Lessee hereby acknowledges receipt of two (2) keys to the Box. Lessee may not duplicate the keys. The Bank shall retain no keys and may at all times remain ignorant of its contents. Subject to the terms hereof, the Box is considered rented until both keys thereto are returned to the Bank. Attention by Lessee of such keys beyond the annual expiration date will be considered as renewal of this lease of the Box for another year. The cost of replacing the key and/or lock on the box shall be paid by the Lessee upon such replacement. The Bank reserves the right to require Lessee to give the Bank written notice of intent to surrender the Box.

(4) Annual rental on the Box shall be at a rate set by the Bank from time to time, but a change in such rate shall be effective only for subsequent annual renewals which begin at least thirty (30) days after notice of such change in rates has been mailed to Lessee.

(5) All rentals are payable annually in advance. In the event the Lessee shall not pay such annual rental promptly when due at expiration date, the Lessee will remain a tenant at sufferance and Lessee shall not be permitted access to the Box. If the Box rental is delinquent for six (6) months the Bank after at least sixty (60) days' notice by certified return receipt mail addressed to Lessee at his address shown on the books of the Bank may, if delinquent rent is not paid within the time specified in said notice, open the Box in the presence of a notary public and two (2) employees at least one of which is an officer or manager of the Bank. The Bank will inventory the contents of the Box in detail pursuant to State Treasury Reporting Instructions and place the contents of the Box in a sealed envelope or container bearing the name of the Lessee. The Bank shall then hold the contents of the Box subject to a lien for its rental, the cost of opening the Box and the damages in connection therewith. If such rental cost and damages are not paid within two (2) years from the date of opening the Box, the Bank may sell any part or all of the contents at public auction in like manner and upon like notice as is prescribed for the sale of real property under deed of trust pursuant to Section 51.002 of the Texas Property Code. Any unauctioned contents of the Box and/or any excess proceeds from such sale shall be remitted to the state treasury pursuant to Chapters 72 through 75 of the Texas Property Code. The Bank reserves the right to cancel any lease after ten (10) days' notice by mail to the address of the Lessee as reflected by the Bank records and return any unearned rental for the unexpired term of the lease. If the Box is presumed inactive in accordance with the provisions of the Chapter 73 of the Texas Property Code, the contents of the Box shall be delivered to the State Treasurer in accordance with the earliest provisions set forth in Chapter 74 of the Texas Property Code.

(6) The Box shall not be used for deposit of any, any intoxicating liquors, narcotics, illegal substance, firearms, property of an explosive or destructive nature or any perishable or offensive materials.

(7) Contents of the Box must not be examined in public areas, but in rooms or booths provided by the Bank for that purpose. Lessee must remove and replace the Box. Should an employee of the Bank handle the Box as an accommodation to the Lessee, the Bank assumes no liability whatsoever for such action.

(8) Lessee may appoint a deputy who, in Lessee's stead, shall have full right of access to the Box and its contents. In the case of co-Lessees, all Lessees must join the appointment of a deputy. No more than one deputy may be appointed at one time. The authority of a deputy may be revoked at any time by Lessee, or in the case of co-Lessees, by one of them. An appointment of a deputy or the revocation of a deputy's authority must be made to the Bank only on a form provided by the Bank for such purpose and must meet any other reasonable conditions required by the Bank. The Bank shall not be required to accept an appointment or revocation of a deputy unless such requirements are met. The appointment of a deputy shall terminate upon the Bank's receipt of notice of the death of a co-Lessee.

(9) If by any act, writ, decree or process against any person having access to the Box, the Bank is forbidden to allow the Box to be opened by such person, the Bank may close the Box to all persons until such act, writ, decree or process be annulled. Should the Bank be served with any writ, decree, or process which requires the Bank to allow persons other than Lessee or his duly authorized deputy access to the Box, the Bank shall incur no liability therefor and shall not be required to notify Lessee or any person of such access. Such legal process shall include, but not be limited to, garnishment, attachment, execution, search warrants, and Internal Revenue Service inquiries, levies or warrants. The Bank need not inquire into the validity or sufficiency of such process and shall have no duty to notify Lessee of the service of any such process. Lessee shall jointly and severally in the case of co-Lessees indemnify the Bank for any liability the Bank incurs to any party in connection with its response to any such process and shall reimburse the Bank for expenses and damages (including attorneys fees) arising from the forced entry into the Box pursuant to such legal process. If there are co-Lessees and service of process is made on only one Lessee, the Bank may grant access as required by the process regardless of the fact that property of the other Lessee is in the Box.

(10) In the event of the death of any Lessee or duly authorized deputy, each surviving Lessee or duly authorized deputy shall immediately notify the Bank. Subject to the provisions of Section 1 hereof, such surviving co-Lessee shall continue to have access to the Box in accordance with the laws of the city and county, the State of Texas, and the United States. Any duly authorized deputy must be reappointed by all remaining Lessees.

(11) This contract is not assignable or transferable and any attempted assignment or transfer shall immediately terminate this contract.

(12) Neither the Bank nor any officer or employee of the Bank in his private or official capacity shall be authorized to act as deputy or agent for Lessee or as co-Lessee in any manner in connection with the Box.

(13) The Bank reserves the right to make such other rules and conditions or change to provisions as herein stated as may from time to time be necessary for safety, care or preservation of good order, by mailing a copy of such rules, conditions or changes to the Lessee showing the effective date of such change. Should any state or federal statute or regulations be adopted or amended which directly affect the terms of this Lease, this contract shall be deemed to have been modified to conform to such statute or regulations.

THE BANK SHALL HAVE NO CONTROL OR POSSESSION OF THE BOX OR ITS CONTENTS AND SHALL BE LIABLE ONLY FOR ITS FAILURE TO EXERCISE ORDINARY DILIGENCE IN PREVENTING THE OPENING OF THE BOX BY AN UNAUTHORIZED PERSON. IF THE BANK SHOULD FAIL TO EXERCISE SUCH DILIGENCE AND SUCH FAILURE IS THE PROXIMATE CAUSE OF LOSS OF CONTENTS, THE BANK'S MONETARY LIABILITY SHALL NOT EXCEED \$1,000.00. IF LESSEE DESIRES INSURANCE AGAINST LOSS IN ANY GREATER AMOUNT, A SEPARATE CONTRACT OF INSURANCE MUST BE NEGOTIATED. THE OPENING OF THE BOX BY ANY UNAUTHORIZED PERSONS SHALL NOT BE INFERRED SOLELY FROM THE LOSS OF OR DAMAGE TO ANY OF ITS CONTENTS.

SAFETY DEPOSIT BOX
No. 385

P5003

Safe deposit box

Location

Bank of Commerce Towns Country Belton
~~First Commerce - West Lake Park~~ 100 West Avenue

Box no.

385

Location of key(s)

KEY RINGS ~~in mailbox~~

Contents

SERIES E, F & G BONDS - DEKAS to BUDE

& FARM PLANS GRAND FATHERS FATHER & MOTHER

GOLD WATCHES & RINGS

STAMPING AT TIMES

BYRON, CLAYTON & ANITA Sec. stock

& Ernest

Stocks/bonds/mutual funds

Joe + Doug Williams

Broker/person to contact

~~FRED~~ Ed. Jones Co.

Telephone no.

713-464-6071

Account no.

Name of stock or bond

Number of shares

Broker/person to contact

Telephone no.

Account no.

Name of stock or bond

Number of shares

Bank of America
Legal Order Processing
CA9-705-05-19
P.O. Box 3609
Los Angeles, CA 90051

March 23, 2012

BAYLESS & STOKES
BOBBIE G. BAYLESS
2931 FERNDALE
HOUSTON, TX 77098

RE: Reference # L032212001269
Case: In Re: Carl Henry Brunsting

Bank of America, N.A. ("the Bank") received the above-referenced Subpoena and responds as follows:

The Bank is unable to locate any of the records requested with the information provided.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this March 23, 2012 in Los Angeles/Los Angeles CA.

I, Thary Em, declare that I am employed by Bank of America N. A. in the Legal Order Processing Department and the Bank's designated duly authorized Custodian of Records for documents and/or information to be produced under the referenced Subpoena.
The Bank reserves the right to designate another Custodian as it deems appropriate in the event an actual appearance is required.

Should you need to forward any additional correspondence to us regarding this matter, please direct it to the address noted above. When contacting the Bank regarding this matter, please use the Reference # L032212001269.



Thary Em
Sr. Operations Representative
Legal Order Processing
213-580-0701

BAYLESS & STOKES

BOBBIE GRACE BAYLESS *
BOARD CERTIFIED CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
NATIONAL BOARD OF TRIAL ADVOCACY
bayless@baylessstokes.com

ATTORNEYS AT LAW
2931 FERNDAL
HOUSTON, TEXAS 77098
Telephone: (713) 522-2224
Telecopier: (713) 522-2218

* DALIA BROWNING STOKES
BOARD CERTIFIED ESTATE PLANNING & PROBATE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
stokes@baylessstokes.com
*LICENSED IN TEXAS AND COLORADO

June 22, 2012

Sent via telecopier - 415.796.1145

Mr. Thary Em
Bank of America
Legal Order Processing
CA9-705-05-19
P.O. Box 3609
Los Angeles, California 90051

Re: Cause No. 2012-14538; *In re: Carl Henry Brunsting*; In the 80th Judicial District
Court of Harris County, Texas

Bank of America Reference No. L032212001269

Dear Mr. Em:

Bank of America was previously served with a request for documents in the above-referenced case. On March 23, 2012, I received a letter from you indicating the bank was unable to locate any of the requested records. However, during discovery in the case, another party has produced safe deposit box payment notices from Bank of America for safe deposit boxes with at least two different numbers, copies of which are attached. I do not necessarily believe these are the only boxes covered by the request, but I hope this additional information will help you locate the information requested, both relating to these boxes and any others I have described. I have reason to believe that either these or other safe deposit boxes may now be held in the name of "The Elmer H. Brunsting Descendant's Trust" and/or "The Nelva E. Brunsting Survivor's Trust," for which Anita K. Brunsting and Amy Ruth Brunsting are acting as trustees. The Brunsting Family Living Trust identified in the request consists of those two trusts.


Please use this new information to locate the requested documents. For your convenience, I have attached Exhibit I to the Petition which was previously served on the bank and which describes the documents requested from Bank of America. I have also attached a copy of the Court's Order requiring the production of these records by Bank of America.

P5006

June 22, 2012
Page 2

If you have any questions, please call me upon your receipt of this letter. These documents were requested some time ago, and I need them as soon as possible.

Very truly yours,



Bobbie G. Bayless

BGB/st
Enclosures

cc: Carl Brunsting (via email)

P5007

Bank of America 

BANK OF AMERICA, N.A.
P O BOX 53150

PHOENIX AZ 85072-3150

SAFE DEPOSIT BOX
PAYMENT NOTICE

BANK: 0099 CENTER: 8519
BOX NUMBER: 0000874-6
SIZE: 5X10

0099 8519 00008746 061411 0000000800 1

NOTICE DATE: 06/14/11

RENTAL PERIOD
07/19/11 TO 07/18/12

NELVA E BRUNSTING
203 BLOOMINGDALE CIR
VICTORIA

TX 77904-3049

CHARGE TO ACCOUNT XXXXXXXXXXXX1143
\$8.00

FOR SAFE DEPOSIT BOX ANNUAL RENTAL

**SAFE DEPOSIT BOX
PAYMENT NOTICE**

BANK OF AMERICA, N.A.
TOWN & COUNTRY
701 TOWN & COUNTRY
BLVD #210
HOUSTON
NELVA E BRUNSTING
203 BLOOMINGDALE CIR
VICTORIA

TX 77024

TX 77904-3049

BANK: 0099 CENTER: 8519
BOX NUMBER: 0000874-6
SIZE: 5X10

RENTAL RATE: \$145.00
DISCOUNT:
AUTO-DRAFT-REG \$22.00-
PAYMENT/CREDIT: \$115.00-
CHARGE TO ACCT: \$8.00

WE WILL DEBIT \$8.00 FROM YOUR
ACCOUNT #XXXXXXXXXXXX1143 ON 07/19/11.
PLEASE DEDUCT THE CHARGE AMOUNT FROM YOUR
BANK OF AMERICA ACCOUNT.
THANK YOU FOR YOUR BUSINESS.

**Note : Payment will be made by automatic debit.
Please do not remit a payment.**

P5008

BRUNSTING002016



BANK OF AMERICA, N.A.
P O BOX 53150

PHOENIX AZ 85072-3150

SAFE DEPOSIT BOX
PAYMENT NOTICE

BANK: 0099 CENTER: 8519
BOX NUMBER: 0000385-3
SIZE: 5X10

0099 8519 00003853 082709 0000009800 3

NOTICE DATE: 08/27/09

RENTAL PERIOD
10/01/09 TO 09/30/10

ELMER H BRUNSTING
13630 PINEROCK LN
HOUSTON

TX 77079-5914

CHARGE TO ACCOUNT XXXXXXXXXXXX1143
\$98.00

FOR SAFE DEPOSIT BOX ANNUAL RENTAL

**SAFE DEPOSIT BOX
PAYMENT NOTICE**

BANK OF AMERICA, N.A.
TOWN & COUNTRY
701 TOWN & COUNTRY
BLVD #210
HOUSTON
ELMER H BRUNSTING
13630 PINEROCK LN
HOUSTON

TX 77024

TX 77079-5914

BANK: 0099 CENTER: 8519
BOX NUMBER: 0000385-3
SIZE: 5X10

RENTAL RATE: \$145.00
DISCOUNT:
AUTO-DRAFT-PREM \$47.00-
CHARGE TO ACCT: \$98.00

WE WILL DEBIT \$98.00 FROM YOUR
ACCOUNT #XXXXXXXXXXXX1143 ON 10/01/09.
PLEASE DEDUCT THE CHARGE AMOUNT FROM YOUR
BANK OF AMERICA ACCOUNT.
THANK YOU FOR YOUR BUSINESS.

**Note : Payment will be made by automatic debit.
Please do not remit a payment.**

Documents to be Produced by Bank of America

1. All rental agreements for any safe deposit box rented by Elmer Brunsting, Nelva Brunsting, or the Brunsting Family Living Trust.
2. All signature or other authorization documents for any safe deposit box rented by Elmer Brunsting, Nelva Brunsting, or the Brunsting Family Living Trust.
3. All documents reflecting the parties accessing any safe deposit box rented by Elmer Brunsting, Nelva Brunsting, or the Brunsting Family Living Trust.
4. All inventories of items held in any safe deposit box rented by Elmer Brunsting, Nelva Brunsting, or the Brunsting Family Living Trust.
5. All billing records for any safe deposit box rented by Elmer Brunsting, Nelva Brunsting, or the Brunsting Family Living Trust.

NO. 2012-14538

IN RE: CARL HENRY BRUNSTING

§
§
§
§
§

IN THE DISTRICT COURT OF
HARRIS COUNTY, TEXAS
80th JUDICIAL DISTRICT

NCA P2
CDEPX
8C

**ORDER ON CARL HENRY BRUNSTING'S
VERIFIED PETITION TO TAKE DEPOSITIONS BEFORE SUIT**

After considering the Petition of Carl Henry Brunsting, asking the court for permission to take oral and written depositions to investigate potential claims, the response, if any, and arguments of counsel, the court GRANTS the request and finds that allowing Petitioner to take the requested depositions may prevent a failure or delay of justice in an anticipated suit and that the likely benefit of allowing the Petitioner to take the requested depositions to investigate potential claims outweighs the burden or expense of the procedure.

It is therefore ORDERED that petitioner may take the oral and/or written deposition of

- A. Carole Ann Brunsting;
- B. Computershare Investor Services, LLC, the transfer agent for ExxonMobil Shareholder Services;
- C. Tino Vasquez;
- D. Robert Cantu; and
- E. Bank of America, NA

at a time and place arranged by Petitioner's counsel.

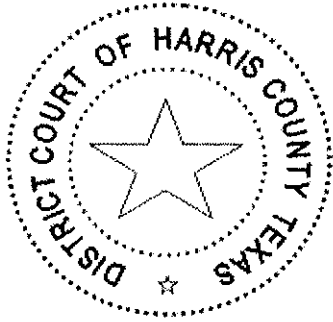
Unless the documents are being obtained by deposition on written questions, the following witnesses are also directed to deliver the documents specified in the applicable exhibits attached to the Petition to the offices of Petitioner's counsel at least 7 days prior to their deposition:

- A. Carole Ann Brunsting (Documents described in Exhibit D to be produced by this witness)
- B. Computershare Investor Services, LLC, the transfer agent for ExxonMobil Shareholder Services (Documents described in Exhibit E to be produced by this witness)
- C. Bank of America, NA (Documents described in Exhibit I to be produced by this witness)

It is further ORDERED that the hearing concerning the depositions of and documents to be produced by Vacek & Freed, PLLC, Candace L. Kunz-Freed, Anita Brunsting, and Amy Brunsting is reset for June 29th ^{KW}, 2012, at 9:30 a.m.

SIGNED this 18th day of May, 2012.


PRESIDING JUDGE



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office
this June 14, 2012

Certified Document Number: 52262950 Total Pages: 2

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

P5013

BOBBIE GRACE BAYLESS *
BOARD CERTIFIED CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
NATIONAL BOARD OF TRIAL ADVOCACY
bayless@baylessstokes.com

BAYLESS & STOKES

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Telephone: (713) 522-2224
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stokes@baylessstokes.com

*LICENSED IN TEXAS AND COLORADO

June 22, 2012

Sent via telecopier - 415.796.1145

Mr. Thary Em
Bank of America
Legal Order Processing
CA9-705-05-19
P.O. Box 3609
Los Angeles, California 90051

Re: Cause No. 2012-14538; *In re: Carl Henry Brunsting*; In the 80th Judicial District
Court of Harris County, Texas

Bank of America Reference No. L032212001269

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Please use this new information to locate the requested documents. For your convenience, I have attached Exhibit I to the Petition which was previously served on the bank and which describes the documents requested from Bank of America. I have also attached a copy of the Court's Order requiring the production of these records by Bank of America.

P5014

June 22, 2012
Page 2

If you have any questions, please call me upon your receipt of this letter. These documents were requested some time ago, and I need them as soon as possible.

Very truly yours,



Bobbie G. Bayless

BGB/st
Enclosures

cc: Carl Brunsting (via email)

P5015

Bank of America 

BANK OF AMERICA, N.A.
P O BOX 53150

PHOENIX AZ 85072-3150

SAFE DEPOSIT BOX
PAYMENT NOTICE

BANK: 0099 CENTER: 8519
BOX NUMBER: 0000874-6
SIZE: 5X10

0099 8519 00008746 061411 0000000800 1

NOTICE DATE: 06/14/11

RENTAL PERIOD
07/19/11 TO 07/18/12

NELVA E BRUNSTING
203 BLOOMINGDALE CIR
VICTORIA

TX 77904-3049

CHARGE TO ACCOUNT XXXXXXXXXXXXX1143
\$8.00

FOR SAFE DEPOSIT BOX ANNUAL RENTAL

**SAFE DEPOSIT BOX
PAYMENT NOTICE**

BANK OF AMERICA, N.A.
TOWN & COUNTRY
701 TOWN & COUNTRY
BLVD #210
HOUSTON TX 77024
NELVA E BRUNSTING
203 BLOOMINGDALE CIR
VICTORIA TX 77904-3049

BANK: 0099 CENTER: 8519
BOX NUMBER: 0000874-6
SIZE: 5X10

RENTAL RATE: \$145.00
DISCOUNT:
AUTO-DRAFT-REG \$22.00-
PAYMENT/CREDIT: \$115.00-
CHARGE TO ACCT: \$8.00

WE WILL DEBIT \$8.00 FROM YOUR
ACCOUNT #XXXXXXXXXXXX1143 ON 07/19/11.
PLEASE DEDUCT THE CHARGE AMOUNT FROM YOUR
BANK OF AMERICA ACCOUNT.
THANK YOU FOR YOUR BUSINESS.

**Note : Payment will be made by automatic debit.
Please do not remit a payment.**

P5016

BRUNSTING002016



BANK OF AMERICA, N.A.
P O BOX 53150

PHOENIX AZ 85072-3150

SAFE DEPOSIT BOX
PAYMENT NOTICE

BANK: 0099 CENTER: 8519
BOX NUMBER: 0000385-3
SIZE: 5X10

0099 8519 00003853 082709 0000009800 3

NOTICE DATE: 08/27/09

RENTAL PERIOD
10/01/09 TO 09/30/10

ELMER H BRUNSTING
13630 PINEROCK LN
HOUSTON

TX 77079-5914

CHARGE TO ACCOUNT XXXXXXXXXXXXX1143
\$98.00

FOR SAFE DEPOSIT BOX ANNUAL RENTAL

**SAFE DEPOSIT BOX
PAYMENT NOTICE**

BANK OF AMERICA, N.A.
TOWN & COUNTRY
701 TOWN & COUNTRY
BLVD #210
HOUSTON
ELMER H BRUNSTING
13630 PINEROCK LN
HOUSTON

TX 77024

TX 77079-5914

BANK: 0099 CENTER: 8519
BOX NUMBER: 0000385-3
SIZE: 5X10

RENTAL RATE: \$145.00
DISCOUNT:
AUTO-DRAFT-PREM \$47.00-
CHARGE TO ACCT: \$98.00

WE WILL DEBIT \$98.00 FROM YOUR
ACCOUNT #XXXXXXXXXXXX1143 ON 10/01/09.
PLEASE DEDUCT THE CHARGE AMOUNT FROM YOUR
BANK OF AMERICA ACCOUNT.
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P5017

BRUNSTING002084

Documents to be Produced by Bank of America

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2. All signature or other authorization documents for any safe deposit box rented by Elmer Brunsting, Nelva Brunsting, or the Brunsting Family Living Trust.
3. All documents reflecting the parties accessing any safe deposit box rented by Elmer Brunsting, Nelva Brunsting, or the Brunsting Family Living Trust.
4. All inventories of items held in any safe deposit box rented by Elmer Brunsting, Nelva Brunsting, or the Brunsting Family Living Trust.
5. All billing records for any safe deposit box rented by Elmer Brunsting, Nelva Brunsting, or the Brunsting Family Living Trust.

NO. 2012-14538

IN RE: CARL HENRY BRUNSTING

§
§
§
§
§

IN THE DISTRICT COURT OF
HARRIS COUNTY, TEXAS
80th JUDICIAL DISTRICT

NCA P2
CDEPX
8C

**ORDER ON CARL HENRY BRUNSTING'S
VERIFIED PETITION TO TAKE DEPOSITIONS BEFORE SUIT**

After considering the Petition of Carl Henry Brunsting, asking the court for permission to take oral and written depositions to investigate potential claims, the response, if any, and arguments of counsel, the court GRANTS the request and finds that allowing Petitioner to take the requested depositions may prevent a failure or delay of justice in an anticipated suit and that the likely benefit of allowing the Petitioner to take the requested depositions to investigate potential claims outweighs the burden or expense of the procedure.

It is therefore ORDERED that petitioner may take the oral and/or written deposition of

- A. Carole Ann Brunsting;
- B. Computershare Investor Services, LLC, the transfer agent for ExxonMobil Shareholder Services;
- C. Tino Vasquez;
- D. Robert Cantu; and
- E. Bank of America, NA

at a time and place arranged by Petitioner's counsel.

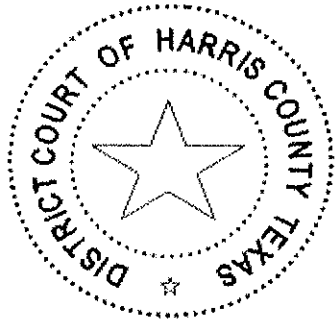
Unless the documents are being obtained by deposition on written questions, the following witnesses are also directed to deliver the documents specified in the applicable exhibits attached to the Petition to the offices of Petitioner's counsel at least 7 days prior to their deposition:

- A. Carole Ann Brunsting (Documents described in Exhibit D to be produced by this witness)
- B. Computershare Investor Services, LLC, the transfer agent for ExxonMobil Shareholder Services (Documents described in Exhibit E to be produced by this witness)
- C. Bank of America, NA (Documents described in Exhibit I to be produced by this witness)

It is further ORDERED that the hearing concerning the depositions of and documents to be produced by Vacek & Freed, PLLC, Candace L. Kunz-Freed, Anita Brunsting, and Amy Brunsting is reset for June 29th, 2012, at 9:30 a.m.

SIGNED this 18th day of May, 2012.


PRESIDING JUDGE



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office
this June 14, 2012

Certified Document Number: 52262950 Total Pages: 2

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

P5021

Confirmation Report - Memory Send

Time : Jun-22-12 12:10pm
Tel line :
Name :

Job number : 820
Date : Jun-22 12:08pm
To : 14157961145
Document pages : 09
Start time : Jun-22 12:08pm
End time : Jun-22 12:10pm
Pages sent : 09
Status : OK

Job number : 820

*** SEND SUCCESSFUL ***

BAYLESS & STOKES
ATTORNEYS AT LAW
2931 FERNDALE
HOUSTON, TEXAS 77098

BOBBIE GRACE BAYLESS
DALIA BROWNING STOKES

TELEPHONE: (713) 522-2224
TELECOPIER: (713) 522-2218

TELECOPY TRANSMITTAL LETTER

TO: Name: Thary Em
Organization: Bank of America Legal Order Processing
Telecopy Number: 415.796.1145
Office Number: 213.580.0701
Document(s) Being Sent: Correspondence re: Reference No. L032212001269
Number of Pages: 9 (Including this Cover Page)
FROM: Name: Robbie G. Bayless
Date: June 22, 2012
SENT BY: Shawn Teague
COMMENTS:

The information contained in this facsimile message is intended to be privileged and/or confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone, and return the complete original message to us at the above address via the U.S. Postal Service. You will be reimbursed for any postage or telephone charges incurred in compliance with this request. Thank you.

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL BACK IMMEDIATELY @ (713) 522-2224



Bank of America
Legal Order Processing
CA9-705-05-19
P.O. Box 3609
Los Angeles, CA 90051

July 23, 2012

BAYLESS & STOKES
BOBBIE G. BAYLESS
2931 FERNDALE
HOUSTON, TX 77098

RE: Reference # L032212001269
Case: In Re: Carl Henry Brunsting
Customer Name:

Enclosed are the documents requested in the Subpoena issued in the above case.

We consider your receipt of these records as compliance with the above-referenced subpoena/legal request and our file is now closed. If additional records are required they will be forwarded to you upon receipt.

Please contact me as soon as possible at the number listed below and let me know if further research is necessary.

Legal Order Processing
213-580-0701
S4SE

P5023

Bank of America
Legal Order Processing
CA9-705-05-19
P.O. Box 3609
Los Angeles, CA 90051

July 23, 2012

BAYLESS & STOKES
BOBBIE G. BAYLESS
2931 FERNDALE
HOUSTON, TX 77098

RE: Reference # L032212001269
Case: In Re: Carl Henry Brunsting

I, Thary Em, declare that I am employed by Bank of America N. A. in the subpoena processing department and the Bank's designated duly authorized Custodian of Records for documents and/or information produced under the referenced legal order. The Bank reserves the right to designate another Custodian as it deems appropriate in the event an actual appearance is required concerning the records produced herein. I certify the authenticity of the records produced herewith and that they were:

- a) Made at or near the time of the occurrence, condition or event of the matters set forth by, or from information transmitted by, a person with knowledge of those matters.
- b) Kept in the course of regularly conducted activity.
- c) Made by the regularly conducted activity as a regular practice, by the personnel of the business.

The identity of the records produced is as follows. Safe deposit box. Total number of Bank documents included is 9 pages. This does not include the Notarized Affidavit of Business Records and Cover Letter.

The enclosed records are true copies of bank records in the custodian's possession as described in the referenced legal order. I am familiar with the mode of preparation of the enclosed records and they are prepared as follows:

OTHER: Original records were prepared or received at or near the time of their creation and were stored by the Bank in the ordinary course of business. Upon receipt of this subpoena, the Bank searched and retrieved the original records and prepared a true and correct copy, using generally accepted photocopying techniques.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 23 day of July, 2012, in the city of Los Angeles, in the State of CA.

Should you need to forward any additional correspondence to us regarding this matter, please direct it to the address noted above. When contacting the Bank regarding this Subpoena, please use the Reference # L032212001269.



Thary Em
Sr. Operations Representative
CA - Legal Order Processing
213-580-0701

State Of California)
)
County Of Los Angeles)


On July 23, 2012 before me, **Jennifer Long, Notary Public**
personally appeared Thary Em who proved to me on the basis of satisfactory evidence to be the person
whose name is subscribed to the within instrument and acknowledged to me that she executed the same
in her authorized capacity, and that by her signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above



Signature of Notary Public

Box No.: 008519003853

Annual Rental (Initial Term): \$70.00

Account Title ELMER H BRUNSTING	Social Security Number / Tax ID 202 - 32 - 8905	Date of Birth 09/29/1921
Name of Renter NELVA E BRUNSTING	Social Security Number / Tax ID 481 - 30 - 8905	Date of Birth 10/08/1926
Name of Renter CARL BRUNSTING	Social Security Number / Tax ID 509 - 56 - 6234	Date of Birth 7/31/1957 <small>TX DL 03975142 EXP 7/2008 ISS N/A</small>
Billing/Notice - Name/Address 13630 PINEROCK LN	I.D. No. (For Primary Renter) 03911861 D.L. TX ISS N/A EXP 9/29/09	I.D. No. (For Co-Renter) D.L. 01934829 EXP 10K/11 ISS N/A TX
Billing/Notice Address _____	Home Phone 713-464-4391	Business Phone _____
City, State, Zip HOUSTON TX 77079-5914	Business/Occupation of Primary Renter _____	
Mother's Maiden Name _____	Birthplace _____	Relationship of Co-Renter to Primary _____

Designation Of Renters

Personal Business

Sole Renter Co-Renters

Sole Proprietor Partnership

Not For Profit Organization Corporation

Last Named Person Is Additional Signatory (For Power of Attorney Only)

Other: _____

Subject to the Safe Deposit Box Rules and Regulations furnished on separate copy and incorporated by reference into this Safe Deposit Box Rental Agreement, Bank of America, N.A. hereby rents the above indicated Safe Deposit Box ("Box") to the Renter(s) for an initial term of one year commencing as of the date hereof, and thereafter from year to year until this Rental Agreement is terminated as provided. The amount of the rent shall be as indicated above unless the Bank notifies Renter in writing prior to any rental anniversary date that the annual rental for the next year shall be different. The Renter(s) by signing this Rental Agreement, accept(s) this Rental Agreement pursuant to the terms hereof and hereby acknowledges receipt of two keys to such Box and a copy of the Safe Deposit Box Rules and Regulations for said Box. The Bank does not rent Safe Deposit Boxes to more than one Renter in the state of New York.

IMPORTANT NOTICE: (1) The contents of your safe deposit box are not protected against loss under insurance coverage maintained by the Bank. (2) For your protection, you should secure your own insurance through an insurance company of your choice. (3) You should keep a complete list and description of all property stored in your safe deposit box, as well as the appraised value and proof of ownership.

Payment Authorization

Check here if you want annual rentals automatically charged against your account as indicated below:

You are hereby authorized to charge my checking savings account number 008519001143 for safe deposit rental payments in accordance with the above schedule. This authority is to remain in effect until revoked by me in writing, and it is agreed that until you actually receive such notice of revocation you shall be fully protected in making any such charge.

Please bill me for the annual box rentals. (A billing fee may be charged for the billing service.)

Discount & Key Deposit

Advantage Money Manager Premier Bank Private Bank

Key Deposit: \$ 25.00

Edward P. Guzman Renter Signature Nelva E. Brunsting Renter Signature Carl H. Brunsting Renter Signature

Name of Non-Individual Box Renter (Business Name) _____ By: _____ Signature of Non-Individual Box Representative _____ Title of Non-Individual Box Representative _____

Box Surrender

Safe deposit box number 3853 in the vault of Bank of America located at 701 TOWN AND COUNTRY BLVD banking center in HOUSTON (city/state), with TX keys is hereby surrendered. All property stored in the box has been removed and received by the undersigned and all liability of the Bank is hereby released.

Key Deposit Refunded: Yes No

Nelva E. Brunsting Signature of Renter 9/21/10 Date

NEW BOX 5746 TO NEW BOX KEY DEP.

Associate Name: EDWARD P GUZMAN Date Box Opened: 10/01/1996 Number of Pages: P5026 2

Closed by Linda Uden



**Record of Entry Into
Safe Deposit Box**

Box Number 202
 Account Title _____
 Account Title _____
 BC Name _____
 BC Number _____ State _____

Special Instructions _____
 Authorized _____
 Signers _____

[Handwritten signature and scribbles]

Date	Time	Signature	Bank Associate
03/04/08	2:15	Debra E. Brunsting	WKCTB
7/12/08	11:05	Debra E. Brunsting	HDL-019361099 Exp 10-8-2011 / WB
7/9/08	10:44	Debra E. Brunsting	WKCTB
8/27/08	10:55	Debra E. Brunsting	WKCTB
3/3/09	2:55	Debra E. Brunsting	WKCTB

00-14-90468 5-2007

Section	Box Number	Account Name

Date	Time	Signature	Bank Associate
1/2/09	3:08	Neha E. Breensting	TXDL 01934029 KE
3/7/09	11:35	Neha E. Breensting	TXDL 01934029 KE
6/30/09	6:51	Neha E. Breensting	TXDL 01934029 KE
7/2/09	3:27	Neha E. Breensting	TXDL 01934029 KE
01/19/2010	2:30	Neha E. Breensting	WKC KE
1/27/10	2:50	Neha E. Breensting	WKC KE
2/2/2010	2:46	Neha E. Breensting	WKC KE
3/18/2010	2:36	Neha E. Breensting	WKC KE
4/23/10	11:10	Neha E. Breensting	WKC KE
7/19/10	12:06	Neha E. Breensting	WKC KE
7/19/10	12:37	Neha E. Breensting	01934029 KE
7/2/10	11:43	Neha E. Breensting	WKC KE
/		Supra Per	7/2/10



Record of Entry Into Safe Deposit Box

Box Number 20-2
 Account Title Elmer H Brunsting + Nelson Brunsting
 Account Title _____
 BC Name Town + Country 159
 BC Number 154 State NY

Special Instructions _____

Authorized _____

Signers _____

Date	Time	Signature	Bank Associate
8/7/03	11:15	<i>Elmer Brunsting</i>	<i>[Signature]</i> WIK
8/8/03	12:12	<i>Elmer Brunsting</i>	<i>[Signature]</i> WIK
3/30/04	11:57	<i>Elmer Brunsting</i>	<i>[Signature]</i> WIK
4/22/04	12:52	<i>Elmer Brunsting</i>	<i>[Signature]</i> WIK
12/27/04	12:45	<i>Elmer Brunsting</i>	<i>[Signature]</i> WIK

08-14-9046B 5-2002

Section _____	Box Number <u>385-3</u>	Account Name <u>Elmer H Brunsting, + Nelson Brunsting</u>
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Date	Time	Signature	Bank Associate
12-28-04	2:30pm	E.A. Brunsting	WKC
1-15-05	9:26	E.A. Brunsting	WKC
01-24-05	11:20	E.A. Brunsting	TB TXDL 02311861 EXP. 09-29-09 ISS. N/A
01-05-06	10:00	Debra E. Brunsting	W KC TXDL 0103011861 EXP. 09-29-09 ISS. N/A
1-27-06	9:22	E.A. Brunsting	TB TXDL 0103011861 EXP. 09-29-09 ISS. N/A
2-16-06	9:30	Debra Brunsting	TB WKC
02-16-06	9:30	E.A. Brunsting	TB WKC
01-22-07	9:40	Debra E. Brunsting	TB WKC
01-22-07	9:55	Debra E. Brunsting	TB WKC
9/6/07	9:59	Debra E. Brunsting	TB WKC TXDL 0103011861 EXP. 09-29-09 ISS. N/A
9/8/07	10:00	Debra E. Brunsting	TB WKC TXDL 0103011861 EXP. 09-29-09 ISS. N/A
11/14/07	1:45	Debra E. Brunsting	WKC
01-15-08	11:00	Debra E. Brunsting	WKC TB

Special Instructions

Renters/
Authorized
Persons

Elmer H. Brunsting
 Vera E. Brunsting
Carl H. Brunsting

Date	Time	Signature	Bank Associate
3/31/99	11:21 AM	<u>Elmer H. Brunsting</u>	<u>ML</u>
4/1/99	11:20 AM	<u>Elmer H. Brunsting</u>	<u>M. Kuro</u>
6/1/99	9:56	<u>Elmer H. Brunsting</u>	<u>MTREVINO</u>
6/23/99	11 AM	<u>Elmer H. Brunsting</u>	<u>MTREVINO</u>
4/6/00	1 PM	<u>Elmer H. Brunsting</u>	<u>J. Lacey</u>
6/6/00	2:35	<u>Elmer H. Brunsting</u>	<u>[Signature]</u>

00-14-9046NSB 4-1999

Box Number

00385-3^U

Date	Time	Signature	Bank Associate
4/25/01	12:45	E. Brunsting	MAAS (D)
6/6/01	1:12	E. Brunsting	MTREVINU
7/6/01	9:05	E. Brunsting	SA
7/17/01	11:50	E. Brunsting	Toul
11/13/01	12:40	E. Brunsting	Toul
4/3/02	9:22	E. Brunsting	MAAS (D)
4/4/02	9:40	E. Brunsting	MAAS (D)
7/3/02	9:37	E. Brunsting	T. Gray
1/18/03	12:35	E. Brunsting	Richie B.
4/15/03	9:20	E. Brunsting	MAAS (D)
5/30/03	10:05	N. E. Brunsting	WAC / Doh
6/15/03	1:10	E. Brunsting	WAC / Doh

P5032

Box No.: 008519008746

Annual Rental (Initial Term): \$115.00

Account Title NELVA E BRUNSTING	Social Security Number / Tax ID 481- 30 - 4685	Date of Birth 10/08/1926
Name of Renter ANITA KAY BRUSTING	Social Security Number / Tax ID 457- 25 - 1860	Date of Birth 08/07/1963
Billing/Notice - Name/Address 13630 PINEROCK LN	I.D. No. (For Primary Renter) 01934029	I.D. No. (For Co-Renter) 03989339
Billing/Notice Address	Home Phone 713-464-4391	Business Phone
City, State, Zip HOUSTON TX 77079-5914	Business/Occupation of Primary Renter	
Mother's Maiden Name	Birthplace	Relationship of Co-Renter to Primary Daughter

Designation Of Renters

- Personal Business
- Sole Renter Co-Renters
- Sole Proprietor Partnership
- Not For Profit Organization Corporation
- Last Named Person Is Additional Signatory (For Power of Attorney Only)
- Other: _____

Subject to the Safe Deposit Box Rules and Regulations furnished on separate copy and incorporated by reference into this Safe Deposit Box Rental Agreement, Bank of America, N.A. hereby rents the above indicated Safe Deposit Box ("Box") to the Renter(s) for an initial term of one year commencing as of the date hereof, and thereafter from year to year until this Rental Agreement is terminated as provided. The amount of the rent shall be as indicated above unless the Bank notifies Renter in writing prior to any rental anniversary date that the annual rental for the next year shall be different. The Renter(s) by signing this Rental Agreement, accept(s) this Rental Agreement pursuant to the terms hereof and hereby acknowledges receipt of two keys to such Box and a copy of the Safe Deposit Box Rules and Regulations for said Box. The Bank does not rent Safe Deposit Boxes to more than one Renter in the state of New York.

IMPORTANT NOTICE: (1) The contents of your safe deposit box are not protected against loss under insurance coverage maintained by the Bank. (2) For your protection, you should secure your own insurance through an insurance company of your choice. (3) You should keep a complete list and description of all property stored in your safe deposit box, as well as the appraised value and proof of ownership.

Payment Authorization

- Check here if you want annual rentals automatically charged against your account as indicated below:
- You are hereby authorized to charge my checking savings account number 008519001143 for safe deposit rental payments in accordance with the above schedule. This authority is to remain in effect until revoked by me in writing, and it is agreed that until you actually receive such notice of revocation you shall be fully protected in making any such charge.
- Please bill me for the annual box rentals. (A billing fee may be charged for the billing service.)

Discount & Key Deposit

- Advantage Money Manager Premier Bank
- Associate Private Bank
- Key Deposit: \$ 25.00
- KEY DEPOSIT WAS TRANSFERRED FROM PREVIOUS BOX # 385-3*

Nelva E. Brunsting Renter Signature *Anita K. Brunsting* Renter Signature _____ Renter Signature

By: _____ Signature of Non-Individual Box Representative Title of Non-Individual Box Representative

Box Surrender

Safe deposit box number 874-6 in the vault of Bank of America located at TOWN + COUNTRY banking center in HOUSTON, TX (city/state), with 1 keys is hereby surrendered. All property stored in the box has been removed and received by the undersigned and all liability of the Bank is hereby released.

Key Deposit Refunded: Yes No

Anita K. Brunsting Signature of Renter 11/9/2011 Date

Associate Name: LINDA M VIDES Date Box Opened: 07/19/2010 Number of Pages: **P5033**



**Record of Entry Into
Safe Deposit Box**

Box Number _____
 Account Title NELVA P. BRUNSTING
 Account Title ANITA K. BRUNSTING
 BC Name TWIN AND COUNTRY
 BC Number 159 State TX

Special Instructions _____

Authorized Nelva P. Brunsting

Signers Anita K. Brunsting

Date	Time	Signature	Identification	Assoc. Initials
7/19/10	1:00	<u>Nelva P. Brunsting</u>	TXDL03989339	<u>AN</u>
7/19/10	1:00	<u>Nelva P. Brunsting</u>	TXDL01934009	<u>AN</u>
11/9/11	1:00	<u>Anita K. Brunsting</u>	TXDL03989339	<u>AK</u>

00-14-9046B 12-2003

Section	Box Number	Account Name