

Documents requested:

1. All calendars reflecting appointments or phone conversations with Elmer, Nelva, or any of the Brunsting Descendants about Brunsting Issues.

RESPONSE: None in my possession.

2. All calendars reflecting meetings or telephone conferences with any attorney, accountant, appraiser, physician, expert providing opinions of any kind, or any other third parties concerning Brunsting Issues.

RESPONSE: None in my possession.

3. All estate planning documents prepared for Elmer, Nelva, or any of the Brunsting Descendants, including drafts which were never signed. This request is intended to specifically include Wills, if any, signed by Nelva after January 12, 2005.

RESPONSE: None in my possession.

4. All powers of attorney for any purpose prepared for either Elmer or Nelva, including drafts which were never signed, as well as any revocations of such powers of attorney.

RESPONSE: Attached as 4-A. ✓

5. All memoranda, notes, or other documents memorializing tasks, conversations, or meetings concerning any Brunsting Issues.

RESPONSE: None in my possession.

6. All correspondence or communications, including emails, to or from Elmer or Nelva or any of the Brunsting Descendants concerning Brunsting Issues.

RESPONSE: None in my possession.

7. All correspondence or communications, including emails, to or from any other third parties concerning Brunsting Issues.

RESPONSE: None in my possession.

8. All audio or video recordings of meetings, conversations, telephone messages, or other communications with Elmer, Nelva, or any of the Brunsting Descendants concerning Brunsting Issues.

RESPONSE: None in my possession.

9. All audio or video recordings of Nelva's execution of any documents.

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- RESPONSE: None in my possession.
10. All audio or video recordings of evaluations of Nelva's capacity.
RESPONSE: None in my possession.
11. All other audio or video recordings of any Brunsting family member.
RESPONSE: None in my possession.
12. All transcriptions of the recordings described in numbers 8, 9, 10, and 11 above.
RESPONSE: None in my possession.
13. All investigations made of any Brunsting family member, including any surveillance logs or reports.
RESPONSE: None in my possession.
14. All documents reflecting requests made since April 1, 2009 for evaluations of Nelva's capacity.
RESPONSE: None in my possession.
15. All reports done or evaluations made since April 1, 2009 of Nelva's capacity.
RESPONSE: None in my possession.
16. All documents reflecting the reason for and arrangements made concerning the 10/25/10 Conference Call.
RESPONSE: Attached as 16-A. ✓
17. All memos or notes concerning the 10/25/10 Conference Call.
RESPONSE: Attached as 16-A. ✓
18. All documents reflecting notification to Carl, Carl's wife, or Carl's daughter of the 10/25/10 Conference Call.
RESPONSE: None in my possession.
19. All documents reflecting notification to Nelva of the 10/25/10 Conference Call.
RESPONSE: Attached as 16-A ✓
20. All audio recordings of the 10/25/10 Conference Call.
RESPONSE: None in my possession.
21. All transcriptions of the recording described in number 20 above.
RESPONSE: N/A

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22. All documents reflecting any transfers of property owned by Elmer, Nelva, the Family Trust, the Survivor's Trust, or the Decedent's Trust.

RESPONSE: None in my possession.

23. All documents reflecting actions taken and transfers made through the use of any power of attorney given by either Elmer and/or Nelva.

RESPONSE: None in my possession.

24. All documents reflecting any notices, disclosures, or explanations provided to any of the Brunsting Descendants about Brunsting Issues.

RESPONSE: Overly broad.

25. All documents reflecting explanations provided to Nelva concerning Brunsting Issues.

RESPONSE: None in my possession.

26. All documents reflecting requests for changes in Elmer or Nelva's estate planning.

RESPONSE: None in my possession.

27. All documents reflecting opposition to proposed changes in Nelva's estate planning.

RESPONSE: None in my possession.

28. All accountings, whether in draft or final form, for any trusts resulting from Elmer or Nelva's estate planning.

RESPONSE: None in my possession.

29. All documents reflecting funding of or transfers to any trusts resulting from Elmer or Nelva's estate planning.

RESPONSE: None in my possession.

30. All documents reflecting the value, description, characterization, and disposition of assets for any property owned by Elmer or Nelva before creation of the Family Trust.

RESPONSE: I have no knowledge of any such documents.

31. All documents reflecting the value, description, characterization, and disposition of assets in the Family Trust at the time of Elmer's death.

RESPONSE: None in my possession.

32. All documents reflecting the value, description, characterization, and disposition of assets in the Family Trust, the Survivor's Trust and the Decedent's Trust at the time of Nelva's death.

RESPONSE: None in my possession.

33. All documents reflecting Elmer or Nelva's desire to treat any of their children differently or unequally in their estate planning.

RESPONSE: None in my possession.

34. All documents reflecting Elmer or Nelva's desire to treat any of their grandchildren differently or unequally in their estate planning.

RESPONSE: None in my possession.

35. All documents reflecting the current description and value of every asset in every trust resulting from Elmer and Nelva's estate planning.

RESPONSE: None in my possession.

36. All documents reflecting the involvement of any of the Brunsting Descendants in Elmer and Nelva's estate planning.

RESPONSE: None in my possession.

37. All documents reflecting knowledge of any of the Brunsting Descendants concerning Elmer and Nelva's estate planning.

RESPONSE: None in my possession.

38. All complaints made or statements given to any agency, including, but not limited to, CPS or APS, about any Brunsting family member.

RESPONSE: None in my possession.

39. All reports from any agency relating to the complaints or statements described in number 38 above.

RESPONSE: None in my possession.

40. All communications, including emails, between Brunsting family members concerning Brunsting Issues.

RESPONSE: Overly burdensome.

41. All gift tax returns filed by Elmer and/or Nelva since the formation of the Family Trust.

RESPONSE: None in my possession.

42. All income tax returns filed by Elmer and/or Nelva since the formation of the Family Trust.

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- RESPONSE: None in my possession.
43. All estate tax returns, or unfiled drafts of estate tax returns, for Elmer or Nelva.
- RESPONSE: None in my possession.
44. All work papers for the returns described in numbers 41, 42, and 43 above.
- RESPONSE: None in my possession.
45. All documents reflecting the parties involved in the administration of any of the trusts created by Elmer and Nelva.
- RESPONSE: Attached as 45-A. ✓
46. All documents reflecting control exercised over the assets of Elmer, Nelva, and the trusts they created.
- RESPONSE: Attached as 45A. ✓
47. All lists or other documents maintained by Elmer and/or Nelva prior to their deaths reflecting funds or other assets provided to any of the Brunsting Descendants.
- RESPONSE: None in my possession.
48. All documents reflecting the manner in which the transfers described in number 47 above were to be characterized and/or treated, as well as any return or repayments of those amounts.
- RESPONSE: None in my possession.
49. All documents reflecting actions taken to confirm Nelva's capacity to make estate planning decisions or execute documents.
- RESPONSE:
50. All documents reflecting the steps taken to deliver documents relating to legal, financial, or asset issues to Nelva.
- RESPONSE: None in my possession.
51. All documents concerning Brunsting Issues received from Nelva's attorney.
- RESPONSE: None in my possession.
52. All documents tending to establish that Nelva was not being unduly influenced in her decisions after Elmer's death.
- RESPONSE: None in my possession.
53. All documents reflecting any efforts made to confirm that Nelva's wishes with regard to her estate planning were the ones being implemented.

RESPONSE: None in my possession.

54. All fee agreements you have, individually or as trustee concerning Brunsting Issues, including all documents addressing any joint representation issues.

RESPONSE: None in my possession.

55. All documents relating to the preparation of and purpose for the net worth statement for Elmer and Nelva dated February 17, 2005 showing a net worth of \$2,244,893.26, including documents supporting the information contained in the statement.

RESPONSE: None in my possession.

56. All documents relating to the ownership and transfer or other disposition of the 3,522.42 shares of Exxon Mobil stock listed on the February 17, 2005 net worth statement for Elmer and Nelva Brunsting, including, but not limited to, stock certificates and stock powers, summaries of account holdings and account transactions from Exxon Mobile or its transfer agent.

RESPONSE: None in my possession.

57. All documents provided to Elmer, Nelva, or any of the Brunsting Descendants explaining any fiduciary obligations resulting from Elmer and Nelva's estate planning or any power of attorney Elmer or Nelva may have signed.

RESPONSE: None in my possession

58. All documents reflecting compliance with fiduciary obligations arising from Elmer and Nelva's estate planning or any power of attorney Elmer or Nelva may have signed.

RESPONSE: None in my possession.

59. All documents reflecting investigations made to determine what assets, if any, were owned by Elmer and/or Nelva's probate estate or whether either of their wills should be probated.

RESPONSE: None in my possession.

60. All documents reflecting actions taken to remove assets from Elmer's probate estate or to recharacterize assets as Family Trust assets after his death.

RESPONSE: None to my knowledge.

61. All documents reflecting actions taken to remove assets from Nelva's probate estate or to recharacterize assets as Family Trust assets after her death.

RESPONSE: None to my knowledge.

62. All expert opinions or reports of any kind prepared in connection with Brunsting Issues.

RESPONSE: None in my possession.

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63. All billings from third parties you paid concerning Brunsting Issues relating to Nelva or any Brunsting Descendant other than yourself.

RESPONSE: None in my possession.

64. All documents reflecting any steps taken to investigate or implement possible guardianship proceedings against any Brunsting family member.

RESPONSE: None in my possession.

65. All bank statements, brokerage statements, or other financial institution statements for accounts in the name of Elmer or Nelva since formation of the Family Trust.

RESPONSE: Attached as 65-A. ✓

66. All signature cards, whether original or amended, for bank accounts described in number 65 above.

RESPONSE: None in my possession.

67. All documents relating to calculation, and support for the calculation of any trustee compensation paid from any trust established by Elmer or Nelva.

RESPONSE: None in my possession.

68. All statements taken from witnesses concerning Brunsting Issues.

RESPONSE: None in my possession.

69. All balance sheets, profit and loss statements, general ledgers, or other financial summaries relating to Elmer or Nelva.

RESPONSE: None in my possession.

70. All support documents for the items described in number 69 above.

RESPONSE: None in my possession.

71. All requests from any trustee of the Family Trust to receive and review any information regarding Nelva's physical or mental health and all consents to release and disclosure of such information.

RESPONSE: None in my possession.

72. All "Authorizations for Release of Protected Health Information" signed by Nelva or any trustee of the Family Trust.

RESPONSE: None in my possession.

73. Any disclaimers signed by Nelva or any Brunsting Descendant.

RESPONSE: None in my possession.

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74. All records involving access to safety deposit boxes rented by Elmer and Nelva.
RESPONSE: None in my possession.
75. All inventories of property kept in or removed from the safety deposit boxes described in number 74 above.
RESPONSE: None in my possession.
76. The list circulated by Nelva to Brunsting Descendants after Elmer's death concerning personal property to be selected by the Descendants.
RESPONSE: None in my possession. Anita would not provide when asked.
77. All documents reflecting the disposition of all personal property owned by Elmer Nelva, or the Family Trust.
RESPONSE: None in my possession.
78. All records reflecting storage units rented by or containing property owned by Elmer, Nelva, or the Family Trust.
RESPONSE: Attached as 78-A. ✓
79. All inventories of property located in or removed from the storage units described in number 78 above.
RESPONSE: None to my knowledge.
80. All time records and other documentation concerning the identity, as well as the dates and time worked, of all caregivers helping Nelva since January 1, 2010.
RESPONSE: A calendar existed but I do not have any in my possession.
81. All documents relating to any IRA, 401K, or other retirements or pension accounts owned by Elmer, Nelva, or the Family Trust, including, but not limited to, statements and beneficiary designation forms.
RESPONSE: None in my possession.
82. All information concerning savings bonds purchased and/or owned by Elmer, Nelva, or the Family Trust, including, but not limited to, documents reflecting the purchase and the liquidation of such bonds.
RESPONSE: None in my possession.
83. All communications, including emails, with Carl concerning Nelva's estate.
RESPONSE: None to my knowledge.
84. All appraisals of personal or real property owned by Elmer or the Family Trust at Elmer's death.

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RESPONSE: None that I am aware of.

85. All appraisals of personal or real property owned by Nelva or the Family Trust at Nelva's death.

RESPONSE: None to my knowledge.

86. The trust notebook maintained by Elmer and Nelva.

RESPONSE: None to my knowledge.

87. All letters of instruction from either Elmer or Nelva since formation of the Family Trust.

RESPONSE: None to my knowledge.

88. All photographs of property owned by Elmer, Nelva, or the Family Trust since formation of the Family Trust.

RESPONSE: None to my knowledge.

89. All documents you have removed from Nelva's home or safe deposit box since Elmer's death.

RESPONSE: None.

Unless otherwise included above, with regard to the Family Trust produce the following:

1. All documents transferring assets to the Family Trust.

Response: None in my possession.

2. All documents reflecting assets purchased by the Family Trust.

Response: None in my possession.

3. All documents reflecting transfers of assets at any time from the Family Trust.

Response: None in my possession.

4. All invoices, statements, or other support documents for expenses incurred by the Family Trust since April 1, 2009.

Response: None in my possession.

5. All documents reflecting disbursements from the Family Trust since April 1, 2009.

Response: None in my possession.

6. All documents reflecting funds received by the Family Trust since April 1, 2009.

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- Response: None in my possession.
7. All documents providing support for the right of the Family Trust to receive funds since April 1, 2009.
- Response: None in my possession.
8. All documents establishing relationships of any type resulting in obligations owed by the Family Trust since April 1, 2009.
- Response: None in my possession.
9. All documents establishing accounts of any type in the name of the Family Trust.
- Response: None in my possession.
10. All bank account statements in the name of the Family Trust or into which funds of the Family Trust was deposited since April 1, 2009.
- Response: None in my possession.
11. All signature cards and beneficiary designation forms, whether original or amended, for bank accounts described in number 10 above.
- Response: None in my possession.
12. All cancelled checks, debits, or other documents reflecting withdrawals from accounts described in number 10 above.
- Response: None in my possession.
13. All deposits or other documents reflecting credits to accounts described in number 10 above.
- Response: None in my possession.
14. All brokerage account statements in the name of the Family Trust or which held stock, mutual funds, cash, or any other assets of the Family Trust since April 1, 2009.
- Response: None in my possession.
15. All signature cards or authorization forms and beneficiary designation forms, whether original or amended, for the accounts described in number 14 above.
- Response: None in my possession.
16. All documents reflecting deposits or credits into accounts described in number 14 above.
- Response: None in my possession.
17. All documents reflecting withdrawals from or debits to the accounts described in number 14 above.

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- Response: None in my possession.
18. All documents reflecting stock transactions in the accounts described in number 14 above.
- Response: None in my possession.
19. All income tax returns for the Family Trust.
- Response: None in my possession.
20. All income tax returns for Elmer and/or Nelva which reported income or expenses of the Family Trust.
- Response: None in my possession.
21. All tax work papers for the tax returns described in numbers 19 and 20 above.
- Response: None in my possession.
22. All appraisals of real or personal property owned at any time by the Family Trust.
- Response: None in my possession.
23. All inventories, accountings, or other documents listing real or personal property owned by the Family Trust.
- Response: None in my possession.
24. All support documents for the items described in number 23 above.
- Response: None in my possession.
25. All balance sheets, profit and loss statements, general ledgers, or other financial summaries relating to the Family Trust.
- Response: None in my possession.
26. All support documents for the items described in number 25 above.
- Response: None in my possession.
27. All documents reflecting analysis or calculation of changes to Family Trust's assets as a result of Elmer's death.
- Response: None in my possession.
28. All documents reflecting analysis or calculation of changes to Family Trust's assets as a result of Nelva's death.
- Response: None in my possession.

29. All documents reflecting analysis or calculation concerning amounts transferred from the Family Trust to other trusts.

Response: None in my possession.

30. All correspondence or other communications, including emails, relating to the Family Trust.

Response: Attached as 30-A.

31. The original Family Trust instrument.

Response: Attached as 45-A.

32. All restatements of the Family Trust.

Response: None in my possession.

33. All amendments to the Family Trust.

Response: None in my possession.

34. All drafts of amendments to the Family Trust which were prepared but never signed.

Response: None in my possession.

35. All appointments of trustees for the Family Trust.

Response: Attached as 45-A.

36. All resignations of trustees of the Family Trust.

Response: None in my possession.

37. All acceptances by trustees of the Family Trust.

Response: None in my possession.

38. All disclosures, notices, or accountings of the Family Trust provided to any of the Brunsting Descendants.

Response: None in my possession.

39. All consents, receipts, or acknowledgments concerning the Family Trust signed by any of the Brunsting Descendants.

Response: None in my possession.

40. All Affidavits of Authority to Act signed by any trustee of the Family Trust.

Response: None in my possession.

41. All affidavits of succession signed by any successor trustee of the Family Trust.

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- Response: None in my possession.
42. All affidavits described in numbers 40 and 41 above which were recorded in the real property records of any county.
- Response: None in my possession.
43. All fee agreements relating to the preparation of and any other work done with regard to the Family Trust.
- Response: None in my possession.
44. All time records for legal services, special co-trustee work, or trust protector work provided in connection with the Family Trust.
- Response: None in my possession.
45. All invoices for attorney's fees, special co-trustee work, trust protector work, or expenses billed in connection with the Family Trust.
- Response: None in my possession.
46. All documents prepared by any accountant relating to the Family Trust.
- Response: None in my possession.
47. All expert reports relating to the Family Trust.
- Response: None in my possession.
48. All invoices from accountants, appraisers, valuation experts, or any other expert for work relating to the Family Trust.
- Response: None in my possession.
49. All invoices from investigators concerning work done for or about the Family Trust.
- Response: None in my possession.
50. All investigator's reports concerning work done for or about the Family Trust.
- Response: None in my possession.
51. All inventories, accountings, evaluations, or calculations done in connection with the formation of the Family Trust.
- Response: None in my possession.
52. All inventories, accountings, evaluations, calculations, or other documents listing Family Trust assets done in connection with Elmer's death.
- Response: None in my possession.

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53. All inventories, accountings, evaluations, calculations, or other documents listing Family Trust assets done in connection with Nelva's death.

Response: None in my possession.

54. All inventories, accountings, evaluations, or calculations done in connection with any other events resulting in changes in the Family Trust's structure.

Response: None in my possession.

55. All support documents for the items described in numbers 51, 52, 53, and 54 above.

Response: None in my possession.

56. All documents evidencing or describing any trustee compensation, trust protector compensation, or reimbursement paid by the Family Trust.

Response: None in my possession.

57. All documents providing support for any trustee compensation or reimbursement paid by the Family Trust, including time records for time spent in the administration of the Family Trust and proof of expenses incurred.

Response: None in my possession.

58. All requests for distributions from the Family Trust.

Response: None in my possession.

59. All analysis of and responses to requests for distributions from the Family Trust.

Response: None in my possession.

60. All written financial reports to beneficiaries required by XII (Section E) of the Family Trust.

Response: None in my possession.

61. All waivers by beneficiaries of the requirements of the reports described in number 60 above.

Response: None in my possession.

62. All written notices to beneficiaries of the merger of any trusts as discussed in XII (Section L) of the Family Trust.

Response: None in my possession.

63. All Memoranda of Distribution or other instructions signed by Elmer or Nelva pursuant to the terms of XXIV (Section A) of the Family Trust.

Response: None in my possession.

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64. All appointments, designations, acceptances, or removals of trust protectors for the Family Trust.

Response: None in my possession.

65. All documents reflecting and supporting compensation paid to any trust protectors.

Response: None in my possession.

66. All documents reflecting actions taken by any trust protectors and any advance notice of those actions which were provided to the Brunsting Descendants.

Response: None in my possession.

67. All documents setting forth the qualifications of all trust protectors.

Response: None in my possession.

68. All documents creating liens against property owned by the Family Trust.

Response: None in my possession.

69. All documents reflecting the agreement of the trustees of the Family Trust to take action.

Response: None in my possession.

70. All letters of instruction from Elmer or Nelva since formation of the Family Trust.

Response: None in my possession.

71. All withdrawals from the Family Trust exercised by either Elmer or Nelva.

Response: None in my possession.

72. All other books and records of the Family Trust.

Response: None in my possession.

Unless otherwise included above, with regard to the LIT produce the following:

1. All documents transferring assets to the LIT.

Response: None in my possession.

2. All documents reflecting assets owned by the LIT.

Response: None in my possession.

3. All documents reflecting transfers of assets from the LIT.

- Response: None in my possession.
4. All invoices, statements, or other support documents for expenses incurred by the LIT.
Response: None in my possession.
5. All documents reflecting disbursements for expenses from the LIT.
Response: None in my possession.
6. All documents reflecting funds received by the LIT.
Response: None in my possession.
7. All documents establishing the right of the LIT to receive insurance proceeds or otherwise providing support for any insurance proceeds received by the LIT.
Response: None in my possession.
8. All documents establishing accounts of any type in the name of the LIT since April 1, 2009.
Response: None in my possession.
9. All bank account statements in the name of the LIT or into which funds of the LIT were deposited since April 1, 2009.
Response: None in my possession.
10. All cancelled checks, debits, or other documents reflecting withdrawals from accounts described in number 9 above.
Response: None in my possession.
11. All deposits or other documents reflecting credits to accounts described in number 9 above.
Response: None in my possession.
12. All income tax returns for the LIT.
Response: None in my possession.
13. All gift tax returns filed by Elmer and/or Nelva because of the existence of the LIT.
Response: None in my possession.
14. All tax work papers for the tax returns described in numbers 12 and 13 above.
Response: None in my possession.

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15. All correspondence or other communications, including emails, relating to the LIT.
Response: None in my possession.
16. The original LIT instrument.
Response: None in my possession.
17. All disclosures, notices, or accountings provided to any of the Brunsting Descendants of the LIT.
Response: None in my possession.
18. All consents, receipts, or acknowledgments signed by any of the Brunsting Descendants of the LIT.
Response: None in my possession.
19. All fee agreements relating to preparation of and any other work done with regard to the LIT.
Response: None in my possession.
20. All time records for legal services provided in connection with the LIT.
Response: None in my possession.
21. All invoices for attorney's fees and expenses billed in connection with the LIT.
Response: None in my possession.
22. All documents prepared by any accountant relating to the LIT.
Response: None in my possession.
23. All invoices from accountants relating to the LIT.
Response: None in my possession.
24. All documents evidencing any trustee compensation paid by the LIT.
Response: None in my possession.
25. All documents supporting any trustee compensation paid by the LIT.
Response: None in my possession.
26. All other books and records of the LIT.
Response: None in my possession.

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Unless otherwise included above, with regard to the 6/15/10 QBD produce the following:

1. All documents requesting or relating to preparation of the 6/15/10 QBD. NONE
2. All writings signed by Nelva as described in I.A. of the 6/15/10 QBD. NONE
3. All documents evidencing the advance of funds resulting in the writings described in number 2 above. NONE
4. All correspondence relating to the 6/15/10 QBD or any advances the 6/15/10 QBD addresses. NONE
5. All drafts of amendments to the 6/15/10 QBD which were never signed. NONE
6. All notices to any beneficiaries of the Family Trust that the 6/15/10 QBD had been signed. NONE
7. All notices to any beneficiaries of advances established by the terms of the 6/15/10 QBD. NONE
8. All records reflecting gifts, loans, or other transfers of funds resulting in advances. NONE
9. All actions taken to determine Nelva's capacity on 6/15/10. NONE
10. All actions taken to determine whether Nelva was unduly influenced in connection with the 6/15/10 QBD. NONE
11. All documents describing the events which triggered the 6/15/10 QBD. NONE

Unless otherwise included above, with regard to the 8/25/10 QBD produce the following:

1. All documents reflecting transfers of assets from the Family Trust based upon the terms of the 8/25/10 QBD. NONE
2. All documents reflecting assets transferred to any trust established by the terms of the 8/25/10 QBD. NONE
3. All supporting calculations for the transfers described in numbers 1 and 2 above. NONE
4. All invoices, statements, or other support documents for expenses incurred by any trust established by the terms of the 8/25/10 QBD. NONE
5. All documents reflecting disbursements made by the Family Trust based upon the terms of the 8/25/10 QBD. NONE

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6. All documents reflecting funds received by any other entity based upon the terms of the 8/25/10 QBD. NONE
7. All signature cards, whether original or amended, for any bank account for any trust established by the terms of the 8/25/10 QBD. NONE
8. All bank statements for the accounts described in number 7 above. NONE
9. All cancelled checks, debits, or other documents reflecting withdrawals from any bank accounts described in number 7 above. NONE
10. All deposits or other documents reflecting credits to any bank accounts described in number 7 above. NONE
11. All brokerage account statements for any trust established because of the terms of the 8/25/10 QBD. NONE
12. All signature cards or authorization forms, whether original or amended, for the accounts described in number 11 above. NONE
13. All documents reflecting deposits or transfers into accounts described in number 11 above. NONE
14. All documents reflecting stock transactions in the accounts described in number 11 above. NONE
15. All accounting work done relating to the execution of the 8/25/10 QBD. NONE
16. All accounting work done relating to the 8/25/10 QBD as a result of Nelva's death. NONE
17. All inventories, accountings, evaluations, or other asset listings done in connection with the formation of the 8/25/10 QBD. NONE
18. All inventories, accountings, evaluations, or other asset listings done in connection with the 8/25/10 QBD as a result of Nelva's death. NONE
19. All balance sheets, profit and loss statements, general ledgers, or other financial summaries prepared based upon the terms of the 8/25/10 QBD. NONE
20. All support documents for the items described in numbers 17, 18, and 19 above. NONE
21. All documents reflecting analysis or calculation of changes based upon the terms of the 8/25/10 QBD assets as a result of Nelva's death. NONE
22. All correspondence or other communications, including emails, relating to the 8/25/10 QBD. NONE
23. The original 8/25/10 QBD instrument. NONE
24. All restatements of the 8/25/10 QBD. NONE

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25. All drafts of the 8/25/10 QBD or any amendments thereto which were prepared but never signed. NONE
26. All appointments of trustees for the 8/25/10 QBD. NONE
27. All resignations of trustee for the 8/25/10 QBD. NONE
28. All acceptances by trustees for the 8/25/10 QBD. NONE
29. All notices, disclosures, or accountings provided to any of the Brunsting Descendants concerning the 8/25/10 QBD. NONE
30. All consents, receipts, or acknowledgments signed by any of the Brunsting Descendants concerning the 8/25/10 QBD. NONE
31. All Affidavits of Authority to Act signed by any trustee of the 8/25/10 QBD. NONE
32. All affidavits of succession signed by any successor trustee of the 8/25/10 QBD. NONE
33. All affidavits described in numbers 31 and 32 above which were recorded in the real property records of any county. NONE
34. All fee agreements relating to the preparation of and any other work done with regard to the 8/25/10 QBD. NONE
35. All time records for legal services, trustee services, special co-trustee services, or trust protector services provided in connection with the 8/25/10 QBD. NONE
36. All invoices for attorney's fees, trustee fees, special co-trustee fees, trust protector fees, and expenses billed in connection with the 8/25/10 QBD. NONE
37. All documents prepared by any accountant relating to the 8/25/10 QBD. NONE
38. All expert reports relating to the 8/25/10 QBD. NONE
39. All invoices from accountants, appraisers, valuation experts, or any other expert for work relating to the 8/25/10 QBD. NONE
40. All invoices from investigators concerning work done for or about the 8/25/10 QBD. NONE
41. All investigator's reports concerning work done for or about the 8/25/10 QBD. NONE
42. All documents evidencing or describing any trustee compensation or reimbursement paid by any trusts formed according to the terms of the 8/25/10 QBD. NONE
43. All documents supporting any the payments described in number 42 above. NONE
44. All requests for distributions from trusts created by the terms of the 8/25/10 QBD. NONE
45. All analysis of and responses to requests for distributions from the 8/25/10 QBD. NONE

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Carole 00020

46. All appointments, designations, acceptances, or resignations of special co-trustees for any trusts created according to the terms of the 8/25/10 QBD. NONE
47. All documents reflecting and supporting compensation or reimbursement to any special co-trustees. NONE
48. All documents reflecting actions taken by any special co-trustees. NONE
49. All appointments, designations, acceptances, or resignations of trust protectors for any trusts created according to the terms of the 8/25/10 QBD. NONE
50. All documents reflecting and supporting compensation or reimbursement to any trust protectors. NONE
51. All documents reflecting actions taken by any trust protectors for any trust created according to the terms of the 8/25/10 QBD. NONE
52. All notices, including, but not limited to, those required by paragraph C.1 on page 17 of the QBD provide to the Brunsting Descendants of any actions taken by any special co-trustee or any trust protector of any trusts created according to the terms of the 8/25/10 QBD. NONE
53. All documents creating liens against any property owned by any trust created by the 8/25/10 QBD. NONE
55. All actions taken to determine Nelva's capacity on 8/25/10. NONE
56. All actions taken to determine whether Nelva was unduly influenced in connection with the 8/25/10 QBD. NONE
57. All letters of instruction from Nelva as contemplated by paragraph c on page 9 of the 8/25/10 QBD. NONE
58. All withdrawals from trust property exercised by Nelva. NONE
59. All documents appointments, designations, acceptances, or resignations of trust protectors for any trusts created according to the terms of the 8/25/10 QBD. NONE
60. All other books and records relating to the 8/25/10 QBD. NONE

Unless otherwise included above, with regard to Carole's Trust produce the following:

1. All documents reflecting a transfer of assets to Carole's Trust.
Not created yet.
2. All documents reflecting assets owned at any time by Carole's Trust. Trust not funded yet.

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Carole 00021

3. All documents reflecting a transfer of assets from Carole's Trust. NONE
4. All invoices, statements, or other support documents for expenses incurred by Carole's Trust. NONE
5. All documents reflecting disbursements from Carole's Trust. NONE
6. All documents reflecting funds received by Carole's Trust. NONE
7. All signature cards or other authorization documents, whether original or amended, and other documents establishing accounts of any type for Carole's Trust. NONE
8. All bank account statements in the name of Carole's Trust or into which funds of Carole's Trust were deposited. NONE
9. All cancelled checks, debits, or other documents reflecting withdrawals from accounts described in number 8 above. NONE
10. All deposits or other documents reflecting credits to accounts described in number 8 above. NONE
11. All brokerage account statements in the name of Carole's Trust or into which assets of Carole's Trust were deposited. NONE
12. All documents reflecting deposits or credits into accounts described in number 11 above. NONE
13. All documents reflecting debits to the accounts described in number 11 above. NONE
14. All documents reflecting stock transactions in the accounts described in number 11 above. NONE
15. All appraisals of real or personal property owned by Carole's Trust. NON
16. All inventories, accountings, or other documents listing property owned by Carole's Trust. NONE
17. All balance sheets, profit and loss statements, general ledgers, or other financial summaries relating to Carole's Trust. NONE
18. All documents reflecting analysis or calculation of changes to Carole's Trust's assets as a result of Nelva's death. NONE
19. All support documents for the items described in numbers 16, 17, and 18 above. NONE
20. All correspondence or other communications, including emails, relating to Carole's Trust. NONE
21. All notices, disclosures, or accounting provided to the beneficiary of Carole's Trust. NONE
22. All requests for distributions from Carole's Trust. NONE

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Carole 00022

23. All analysis of and responses to requests for distributions from Carole's Trust. NONE
24. All documents reflecting any action taken by any trustee of Carole's Trust since Nelva's death. Trust not even funded yet.
25. All inventories, accountings, evaluations, or other asset listings done in connection with the formation of Carole's Trust. NONE
26. All documents reflecting trustee compensation or reimbursement paid by Carole's Trust. NONE
27. All documents supporting the payments described in numbers 25 and 26 above. NONE
28. All time records for legal services, trustee services, special co-trustee services, and trust protector services provided in connection with Carole's Trust. NONE
29. All invoices for attorney's fees, trustee services, special co-trustee services, and trust protector services, and expenses billed in connection with Carole's Trust. NONE
30. All documents prepared by any accountant relating to Carole's Trust. NONE
31. All expert reports relating to Carole's Trust. NONE
32. All invoices from accountants, appraisers, valuation experts, or any other expert for work relating to Carole's Trust. NONE
33. All invoices from investigators concerning work done for or about Carole's Trust. NONE
34. All investigator's reports concerning work done for or about Carole's Trust. NONE
35. All appointments, designations, acceptances, and resignations of special co-trustees for Carole's Trust. NONE
36. All documents reflecting and supporting compensation or reimbursement to any special co-trustees. NONE
37. All documents reflecting actions taken by any special co-trustees. NONE
38. All appointments, designations, acceptances, and resignations of any trust protectors for Carole's Trust. NONE
39. All documents reflecting and supporting compensation or reimbursement to any trust protectors for Carole's Trust. NONE
40. All documents reflecting actions taken by trust protectors for Carole's Trust. NONE
41. All documents reflecting notice of any actions taken by any special co-trustee or trust protector to Carole. NONE
42. All documents creating liens against any property owned by Carole's Trust. NONE

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Carole 00023

43. All disclaimers signed by you. NONE
44. All powers of appointment or qualified beneficiary designations signed by you. NONE
45. All documents relating to any request for or scheduling of the private meeting or telephone conference with you as contemplated by paragraph C on page 6 of the 10/25/10QBD. NONE
46. All other books and records of Carole's Trust. NONE

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Carole 00024

MEDICAL POWER OF ATTORNEY

DESIGNATION OF HEALTH CARE AGENT

I, **NELVA ERLEEN BRUNSTING**, also known as **NELVA E. BRUNSTING**, appoint **CAROL A. BRUNSTING**, who resides at 5822 Jason, Houston, Texas 77074, and whose phone number is (713) 560-6381 (cell), as my agent to make any and all health care decisions for me, except to the extent I state otherwise in this document. This medical power of attorney takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

DESIGNATION OF ALTERNATE AGENT

(You are not required to designate an alternate agent but you may do so. An alternate agent may make the same health care decisions as the designated agent if the designated agent is unable or unwilling to act as your agent. If the agent designated is your spouse, the designation is automatically revoked by law if your marriage is dissolved.)

If the person designated as my agent is unable or unwilling to make health care decisions for me, I designate the following persons to serve as my agent, in the following order, to make health care decisions for me as authorized by this document:

A. First Alternate Agent

ANITA KAY BRUNSTING
203 Bloomingdale Circle
Victoria, Texas 77904
(361) 576-5732 (home) or (361) 550-7132 (cell)

B. Second Alternate Agent

AMY RUTH TSCHIRHART
2582 Country Ledge
New Braunsfels, Texas 78132
(830) 625-8352 (home) or (830) 823-2388 (cell)

The original of this document is kept with my other estate planning documents. A signed copy of this document is on file with my lawyer, **ALBERT E. VACEK, JR.**, 14800 St. Mary's Lane, Suite 230, Houston, Texas 77079, telephone (281) 531-5800 or 1-800-229-3002.

DURATION

I understand that this power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself when this power of attorney expires, the authority

I have granted my agent continues to exist until the time I become able to make health care decisions for myself.

PRIOR DESIGNATIONS REVOKED

I revoke any prior medical power of attorney.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

In addition to the other powers granted by this document, I grant to my agent the power and authority to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996 and its regulations ("HIPAA") immediately upon my signing this document.

Pursuant to HIPAA, I specifically authorize my agent as my HIPAA personal representative to request, receive and review any information regarding my physical or mental health, including, without limitation all HIPAA protected health information, medical and hospital records; to execute on my behalf any authorizations, releases or other documents that may be required in order to obtain this information; and to consent to the disclosure of this information. I further authorize my agent to execute on my behalf any documents necessary or desirable to implement the health care decisions that my agent is authorized to make under this document.

By signing this Medical Power of Attorney, I specifically empower and authorize my physician, hospital or health care provider to release any and all medical records to my agent or my agent's designee. Further, I waive any liability to any physician, hospital or any health care provider who releases any and all of my medical records to my agent and acknowledge that the health information that would otherwise be protected under HIPAA will no longer be protected or private.

ACKNOWLEDGMENT OF DISCLOSURE STATEMENT

I have been provided with a disclosure statement explaining the effect of this document. I have read and understand that information contained in the disclosure statement.

I sign my name to this Medical Power of Attorney at Houston, Texas on 8-25, 2010.


NELVA E. BRUNSTING

STATEMENT OF FIRST WITNESS

I am not the person appointed as agent by this document. I am not related to the principal by blood or marriage. I would not be entitled to any portion of the principal's estate on the principal's death. I am not the attending physician of the principal or an employee of the attending physician. I have no claim against any portion of the principal's estate on the principal's death. Furthermore, if I am an employee of a health care facility in which the principal is a patient, I am not involved in providing direct patient care to the principal and am not an officer, director, partner, or business office employee of the health care facility or of any parent organization of the health care facility.

Merlin Case
Signature of First Witness

Date: 8/25th, 2010

Merlin Case
14800 St. Mary's Ln., Suite 230
Houston, TX 77079

Address of First Witness

Candace Kunz-Freed Date: 08-25, 2010
Signature of Second Witness

Candace Kunz-Freed
14800 St. Mary's Ln., Suite 230
Houston, TX 77079

Address of Second Witness

**Brunsting Trust**

Wednesday, October 13, 2010 8:42 AM

From: "Summer Peoples" <Summer@vacek.com>**To:** occurtis@sbcglobal.net, "Anita Brunsting" <akbrunsting@suddenlink.net>, cbrunsting@sbcglobal.net, at.home3@yahoo.com**Cc:** "Candace Freed" <candace@vacek.com>

Dear Brunsting Family:

Attorney Candace Freed would like to coordinate a teleconference call with you and your mother for sometime next week. Currently, she has the following time slots available (all times are Central Standard Time zone):

1. Monday, October 18th @ 11 a.m. CST
2. Monday, October 18th @ 2 p.m. CST
3. Monday, October 18th @ 4 p.m. CST
4. Thursday, October 21st 10 a.m. CST

I am reserving these times for you until I hear from you to confirm one of them. Please coordinate with each other as soon as possible and contact me today (or tomorrow, at the latest, since our office is closed on Fridays) so that we may set this on the calendar as a confirmed appointment.

I look forward to hearing from you soon.

Thanks,

Summer Peoples, CP

Certified Paralegal

Vacek & Freed, PLLC

14800 St. Mary's Lane, Suite 230

Houston, Texas 77079

Telephone: 281.531.5800

Toll Free: 1.800.229.3002

Facsimile: 281.531.5885

E-mail: summer@vacek.com

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This information is confidential information and is 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 for delivering this electronic message to the intended recipient, you are notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify us immediately by reply e-mail or by telephone (1-800-229-3002) and destroy the original transmission and its attachments without reading or saving them to disk or otherwise.

16-A

P1769

**RE: Brunsting Trust**

Wednesday, October 13, 2010 10:09 AM

From: "Summer Peoples" <Summer@vacek.com>
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Cc: occurtis@sbcglobal.net, at.home3@yahoo.com, "Anita Brunsting" <akbrunsting@suddenlink.net>, "Candace Freed" <candace@vacek.com>

Ms. Brunsting:

To answer your questions –

This teleconference meeting is to discuss changes to your mother's trust. If you are unable to attend, it simply means that you will have no say in what changes will be made. It will not be a problem if you cannot attend. However, Mrs. Freed wants to extend the invitation to all Mrs. Brunsting's children.

Thanks,

Summer Peoples, CP
 Certified Paralegal

Vacek & Freed, PLLC
 14800 St. Mary's Lane, Suite 230
 Houston, Texas 77079
 Telephone: 281.531.5800
 Toll Free: 1.800.229.3002
 Facsimile: 281.531.5885
 E-mail: summer@vacek.com

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From: Carole Brunsting [mailto:cbrunsting@sbcglobal.net]
Sent: 10/13/2010 9:06 AM
To: Summer Peoples
Subject: Re: Brunsting Trust

Summer,

What is this meeting in reference to? From looking at the time choices available, I may not be able to make the meeting and would like to know if that will be a problem.

Thanks

Carole Brunsting

--- On Wed, 10/13/10, Summer Peoples <Summer@vacek.com> wrote:

| From: Summer Peoples <Summer@vacek.com>

P1770

Subject: Brunsting Trust

To: occurtis@sbcglobal.net, "Anita Brunsting" <akbrunsting@suddenlink.net>, cbrunsting@sbcglobal.net, at.home3@yahoo.com

Cc: "Candace Freed" <candace@vacek.com>

Date: Wednesday, October 13, 2010, 8:42 AM

Dear Brunsting Family:

Attorney Candace Freed would like to coordinate a teleconference call with you and your mother for sometime next week. Currently, she has the following time slots available (all times are Central Standard Time zone):

1. Monday, October 18th @ 11 a.m. CST
2. Monday, October 18th @ 2 p.m. CST
3. Monday, October 18th @ 4 p.m. CST
4. Thursday, October 21st 10 a.m. CST

I am reserving these times for you until I hear from you to confirm one of them. Please coordinate with each other as soon as possible and contact me today (or tomorrow, at the latest, since our office is closed on Fridays) so that we may set this on the calendar as a confirmed appointment.

I look forward to hearing from you soon.

Thanks,

Summer Peoples, CP

Certified Paralegal

Vacek & Freed, PLLC

14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Telephone: 281.531.5800
Toll Free: 1.800.229.3002
Facsimile: 281.531.5885
E-mail: summer@vacek.com

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P1771

**Brunsting Conference Call**

Thursday, October 14, 2010 4:02 PM

From: "Summer Peoples" <Summer@vacek.com>
To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>, occurtis@sbcglobal.net, at.home3@yahoo.com
Cc: "Candace Freed" <candace@vacek.com>

Brunsting Family:

The conference call with attorney Candace Freed is scheduled for **Monday, October 18, 2010 at 6:00 p.m. CST** (Central Standard Time). At that time, please call the toll-free number: **1-800-511-7983** and enter the **access code (598-6417)** when prompted to do so.

I have already called Mrs. Nelva Brunsting to provide her with this same information for Monday's call. If any of you know that your sibling will not check her e-mail before Monday's conference call, please call her to pass this information along.

Thanks,

Summer Peoples, CP

Certified Paralegal

Vacek & Freed, PLLC

14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Telephone: 281.531.5800
Toll Free: 1.800.229.3002
Facsimile: 281.531.5885
E-mail: summer@vacek.com

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P1772

**FW: Brunsting Conference Call**

Monday, October 25, 2010 12:06 PM

From: "Summer Peoples" <Summer@vacek.com>**To:** "Anita Brunsting" <akbrunsting@suddenlink.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>, occurtis@sbcglobal.net, at.home3@yahoo.com**Cc:** "Candace Freed" <candace@vacek.com>

The teleconference call has been rescheduled to **this afternoon for 5:00 p.m. CST (Central Standard Time)**. As directed in my previous e-mail, at 5:00 p.m. CST, please call the toll-free number: **1-800-511-7983** and enter the **access code (598-6417)** when prompted to do so.

As I understand it, Mrs. Nelva Brunsting has been informed of this rescheduled conference and has already been provided with this same information for today's call. If any of you know that your sibling will not check her e-mail before this afternoon's conference call, please call her to pass this information along.

Thanks,

*Summer***From:** Summer Peoples**Sent:** 10/14/2010 4:03 PM**To:** 'Anita Brunsting'; 'Carole Brunsting'; 'occurtis@sbcglobal.net'; 'at.home3@yahoo.com'**Cc:** Candace Freed**Subject:** Brunsting Conference Call**Importance:** High

Brunsting Family:

The conference call with attorney Candace Freed is scheduled for **Monday, October 18, 2010 at 6:00 p.m. CST (Central Standard Time)**. At that time, please call the toll-free number: **1-800-511-7983** and enter the **access code (598-6417)** when prompted to do so.

I have already called Mrs. Nelva Brunsting to provide her with this same information for Monday's call. If any of you know that your sibling will not check her e-mail before Monday's conference call, please call her to pass this information along.

Thanks,

Summer Peoples, CP

Certified Paralegal

Vacek & Freed, PLLC

14800 St. Mary's Lane, Suite 230

Houston, Texas 77079

Telephone: 281.531.5800

Toll Free: 1.800.229.3002

Facsimile: 281.531.5885

E-mail: summer@vacek.com

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P1773

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P1774

**RE: Brunsting Trust**

Wednesday, October 13, 2010 10:53 AM

From: "Candace Freed" <candace@vacek.com>
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Cc: "Summer Peoples" <Summer@vacek.com>, occurtis@sbcglobal.net, at.home3@yahoo.com, akbrunsting@suddenlink.net

Ms. Brunsting,

The meeting is to discuss what your mom's current trust documents state versus what her needs currently are. I recommend that you attend this meeting via teleconference especially after the conversation that you were last in on. If your schedule does not permit the times offered then perhaps the time can be changed. The teleconference is being handled as such due to your moms mobility issues as well as the distance of all parties. I am sure you can appreciate that it is difficult to schedule a 6 person conference call with everyone's schedule.

Sincerely,

Candace L. Kunz-Freed
Attorney at Law

Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Phone: 281.531.5800
Toll-Free: 800.229.3002
Fax: 281.531.5885
E-mail: candace@vacek.com
www.vacek.com

We have moved! Our new office address is as shown above. We are one exit west of our old office building. Exit Dairy Ashford. Turn south on Dairy Ashford. St. Mary's Lane is a side street one block south of I-10 Katy Freeway. Turn west on St. Mary's Lane. Our building is in the northwest corner of the four-way stop.

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From: Carole Brunsting [mailto:cbrunsting@sbcglobal.net]
Sent: Wednesday, October 13, 2010 10:47 AM
To: Summer Peoples

P1775

Cc: occurtis@sbcglobal.net; at.home3@yahoo.com; Anita Brunsting; Candace Freed
Subject: RE: Brunsting Trust

Summer,

Thank you for your response. Now I understand the nature of the meeting, could you please clarify what you mean by "have no say". I assumed the "say" belonged to our Mother. If I am not understanding that correctly please let me know.

Thanks again,
 Carole

--- On Wed, 10/13/10, Summer Peoples <Summer@vacek.com> wrote:

From: Summer Peoples <Summer@vacek.com>
 Subject: RE: Brunsting Trust
 To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
 Cc: occurtis@sbcglobal.net, at.home3@yahoo.com, "Anita Brunsting" <akbrunsting@suddenlink.net>, "Candace Freed" <candace@vacek.com>
 Date: Wednesday, October 13, 2010, 10:09 AM

Ms. Brunsting:

To answer your questions –

This teleconference meeting is to discuss changes to your mother's trust. If you are unable to attend, it simply means that you will have no say in what changes will be made. It will not be a problem if you cannot attend. However, Mrs. Freed wants to extend the invitation to all Mrs. Brunsting's children.

Thanks,

Summer Peoples, CP

Certified Paralegal

Vacek & Freed, PLLC

14800 St. Mary's Lane, Suite 230
 Houston, Texas 77079
 Telephone: 281.531.5800
 Toll Free: 1.800.229.3002
 Facsimile: 281.531.5885
 E-mail: summer@vacek.com

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From: Carole Brunsting [mailto:cbrunsting@sbcglobal.net]

P1776

Sent: 10/13/2010 9:06 AM
To: Summer Peoples
Subject: Re: Brunsting Trust

Summer,

What is this meeting in reference to? From looking at the time choices available, I may not be able to make the meeting and would like to know if that will be a problem.

Thanks

Carole Brunsting

--- On Wed, 10/13/10, Summer Peoples <Summer@vacek.com> wrote:

From: Summer Peoples <Summer@vacek.com>
Subject: Brunsting Trust
To: occurtis@sbcglobal.net, "Anita Brunsting" <akbrunsting@suddenlink.net>, cbrunsting@sbcglobal.net, at.home3@yahoo.com
Cc: "Candace Freed" <candace@vacek.com>
Date: Wednesday, October 13, 2010, 8:42 AM

Dear Brunsting Family:

Attorney Candace Freed would like to coordinate a teleconference call with you and your mother for sometime next week. Currently, she has the following time slots available (all times are Central Standard Time zone):

1. Monday, October 18th @ 11 a.m. CST
2. Monday, October 18th @ 2 p.m. CST
3. Monday, October 18th @ 4 p.m. CST
4. Thursday, October 21st 10 a.m. CST

I am reserving these times for you until I hear from you to confirm one of them. Please coordinate with each other as soon as possible and contact me today (or tomorrow, at the latest, since our office is closed on Fridays) so that we may set this on the calendar as a confirmed appointment.

I look forward to hearing from you soon.

Thanks,

Summer Peoples, CP

Certified Paralegal

Vacek & Freed, PLLC

14800 St. Mary's Lane, Suite 230

Houston, Texas 77079

Telephone: 281.531.5800

Toll Free: 1.800.229.3002

Facsimile: 281.531.5885

E-mail: summer@vacek.com

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P1777

matter addressed in this communication.

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P1778



RE: Brunsting Trust

Thursday, October 14, 2010 8:25 AM

From: "Candace Freed" <candace@vacek.com>

To: "Summer Peoples" <Summer@vacek.com>, occurtis@sbcglobal.net, "Anita Brunsting" <akbrunsting@suddenlink.net>, cbrunsting@sbcglobal.net, at.home3@yahoo.com

Dear Brunsting family,

Due to the inherent problems with having a day teleconference coordinating the schedules of 6 people, I am proposing that we have a conference call at 6 pm on Monday, October 18th at 6 pm Central standard time. Please let me know if this will work for each of you.

Sincerely,

Candace L. Kunz-Freed
Attorney at Law

Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Phone: 281.531.5800
Toll-Free: 800.229.3002
Fax: 281.531.5885
E-mail: candace@vacek.com
www.vacek.com

We have moved! Our new office address is as shown above. We are one exit west of our old office building. Exit Dairy Ashford. Turn south on Dairy Ashford. St. Mary's Lane is a side street one block south of I-10 Katy Freeway. Turn west on St. Mary's Lane. Our building is in the northwest corner of the four-way stop.

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This information is confidential information and is 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 for delivering this electronic message to the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify us immediately by reply e-mail or by telephone (800-229-3002), and destroy the original transmission and its attachments without reading them or saving them to disk or otherwise. Thank you.

From: Summer Peoples
Sent: Wednesday, October 13, 2010 8:43 AM
To: occurtis@sbcglobal.net; Anita Brunsting; cbrunsting@sbcglobal.net; at.home3@yahoo.com
Cc: Candace Freed
Subject: Brunsting Trust
Importance: High

P1779

Dear Brunsting Family:

Attorney Candace Freed would like to coordinate a teleconference call with you and your mother for sometime next week. Currently, she has the following time slots available (all times are Central Standard Time zone):

1. Monday, October 18th @ 11 a.m. CST
2. Monday, October 18th @ 2 p.m. CST
3. Monday, October 18th @ 4 p.m. CST
4. Thursday, October 21st 10 a.m. CST

I am reserving these times for you until I hear from you to confirm one of them. Please coordinate with each other as soon as possible and contact me today (or tomorrow, at the latest, since our office is closed on Fridays) so that we may set this on the calendar as a confirmed appointment.

I look forward to hearing from you soon.

Thanks,

Summer Peoples, CP

Certified Paralegal

Vacek & Freed, PLLC

14800 St. Mary's Lane, Suite 230

Houston, Texas 77079

Telephone: 281.531.5800

Toll Free: 1.800.229.3002

Facsimile: 281.531.5885

E-mail: summer@vacek.com

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P1780

Brunsting, Carole

From: Taylor, Caroline M.
Sent: Tuesday, June 26, 2012 5:10 PM
To: Crane, Elaine; Vessel, Lawrence
Cc: Mitchell, William S (Bingle); Galloway, Aaron; Brunsting, Carole; Hardin, Sharon
Subject: RE: Cameron Invoices, Sales Order #8555

Importance: High

Elaine, the invoice paid.

Invoice Number 9435
Paid on 05/24/12
Check No. 1036475 \$323,804.00
The check has not been cashed.

Sent to
R Y T Controls
1390 Burnett St #K
Signal Hill, CA 90755



POUR-OVER WILL

Your original signed Pour-Over Will should be kept in a safe place such as a safe deposit box. This section contains an UNSIGNED COPY of your Pour-Over Will.

Upon your death, the Pour-Over Will leaves to your Living Trust any property which you did not place into your trust before your death. It serves merely as a safety net in order to assure that property which was overlooked will ultimately be transferred into your trust and managed by your trustees pursuant to your instructions.

If all of your assets are transferred to the Living Trust, then it will not be necessary to use the Pour-Over Will and probate will be avoided entirely.

45-A

P1782

Carole 00041

P1783

Carole 00042

**LAST WILL
OF
ELMER H. BRUNSTING**

I, ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, of Harris County, Texas, make this Will and revoke all of my prior wills and codicils.

Article I

My Family

I am married and my spouse's name is NELVA E. BRUNSTING.

All references to "my spouse" in my Will are to NELVA E. BRUNSTING.

The names and birth dates of my children are:

<u>Name</u>	<u>Birth Date</u>
CANDACE LOUISE CURTIS	March 12, 1953
CAROL ANN BRUNSTING	October 16, 1954
CARL HENRY BRUNSTING	July 31, 1957
AMY RUTH TSCHIRHART	October 7, 1961
ANITA KAY RILEY	August 7, 1963

All references to my children in my will are to these children, as well as any children subsequently born to me, or legally adopted by me.

Article II

Testamentary Gifts

I give, devise and bequeath all of my property and estate, real, personal or mixed, wherever situated, to my revocable living trust; the name of my revocable living trust is:

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

All of such property and estate shall be held, managed, and distributed as directed in such trust. The exact terms of the BRUNSTING FAMILY LIVING TRUST will govern the administration of my estate and the distribution of income and principal during administration. It is my intent and purpose that the tax planning provisions of the BRUNSTING FAMILY LIVING TRUST apply, and that my estate pass for the benefit of my family with the least possible amount of death taxes.

If my revocable living trust is not in effect at my death for any reason whatsoever, then all of my property shall be disposed of under the terms of my revocable living trust as if it were in full force and effect on the date of my death, and such terms are hereby incorporated herein for all purposes.

Article III

Appointment of Personal Representative

I appoint NELVA E. BRUNSTING as my Personal Representative. In the event NELVA E. BRUNSTING ceases to serve for any reason, I appoint the following individuals as my Personal Representative in the following order:

First, CA

Second,

Third,

The term 'Executor' shall include the in context other sec...

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y bond or
in relation

to the settlement of my estate other than the probate and recording of my Will and the return of an inventory, appraisal and list of claims as required by law.

Article IV

Payment of Debts, Taxes, Settlement Costs and Exercise of Elections

The following directions concern the payment of debts, taxes, estate settlement costs, and the exercise of any election permitted by Texas law or by the Internal Revenue Code. The Personal Representative of my estate and the Trustee of the BRUNSTING FAMILY LIVING TRUST may act jointly and may treat the property of my estate subject to probate and the property of the BRUNSTING FAMILY LIVING TRUST as one fund for the purpose of paying debts, taxes, estate settlement costs, and making of elections.

Section A. Payment of Indebtedness and Settlement Costs

The Personal Representative will have the discretionary authority to pay from my estate subject to probate the costs reasonably and lawfully required to settle my estate.

Section B. Special Bequests

If property given as a special bequest or gift is subject to a mortgage or other security interest, the designated recipient of the property will take the asset subject to the obligation and the recipient's assumption of the indebtedness upon distribution of the asset to the recipient. The obligation to be assumed shall be the principal balance of the indebtedness on date of death, and the Personal Representative shall be entitled to reimbursement or offset for principal and interest payments paid by my estate to date of distribution.

Section C. Estate, Generation Skipping, or Other Death Tax

Unless otherwise provided in this will or by the terms of the BRUNSTING FAMILY LIVING TRUST, estate, inheritance, succession, or other similar tax shall be charged to and apportioned among those whose gifts or distributive share generate a death tax liability by reason of my death or by reason of a taxable termination or a taxable distribution under the generation skipping provisions of the Internal Revenue Code. To the extent I may lawfully provide, the Personal Representative may pay and deduct from a beneficiary's distributive share (whether the distribution is to be paid outright or is to be continued in trust) the increment in taxes payable by reason of a required distribution or termination of interest

(i.e., estate, gift, inheritance, or generation skipping taxes) to the extent that the total of such taxes payable by reason of a distribution or termination is greater than the tax which would have been imposed if the property or interest subject to the distribution or termination of interest has not been taken into account in determining the amount of such tax. To the extent a tax liability results from the distribution of property to a beneficiary other than under this will or under the BRUNSTING FAMILY LIVING TRUST, the Personal Representative will have the authority to reduce any distribution to the beneficiary from my estate by the amount of the tax liability apportioned to the beneficiary, or if the distribution is insufficient, the Personal Representative will have the authority to proceed against the beneficiary for his, her, or its share of the tax liability. In making an allocation, my Personal Representative may consider all property included in my gross estate for federal estate tax purposes, including all amounts paid or payable to another as the result of my death, including life insurance proceeds, proceeds from a qualified retirement plan or account, proceeds from a joint and survivorship account with a financial institution or brokerage company, proceeds from a buy-sell or redemption contract, and/or any other plan or policy which provides for a payment of death benefits. This provision further contemplates and includes any tax which results from the inclusion of a prior transfer in my federal gross estate even though possession of the property previously transferred is vested in someone other than my Personal Representative. This provision does not include a reduction in the unified credit by reason of taxable gifts made by me. If the Personal Representative determines that collection of an apportioned tax liability against another is not economically feasible or probable, the tax liability will be paid by my estate and will reduce the amount distributable to the residuary beneficiaries. The Personal Representative's judgment with regard to the feasibility of collection is to be conclusive.

Section D. Election, Qualified Terminable Interest Property

The Personal Representative may, without liability for doing so or the failure to do so, elect to treat all or a part of my estate which passes in trust for NELVA E. BRUNSTING under the BRUNSTING FAMILY LIVING TRUST, in which NELVA E. BRUNSTING has an income right for life, as Qualified Terminable Interest Property pursuant to the requirements of Section 2056(b)(7) of the Internal Revenue Code. To the extent that an election is made, and unless NELVA E. BRUNSTING shall issue a direction to the contrary, the Trustee of the BRUNSTING FAMILY LIVING TRUST will pay from the irrevocable share the entire increment in the taxes payable by reason of the death of NELVA E. BRUNSTING to the extent that the total of such taxes is greater than would have been imposed if the property treated as qualified terminable interest property has not been taken into account in determining such taxes. It is my intent and purpose to provide my Personal Representative with the greatest latitude in making this election so that the least amount of federal estate tax will be payable upon my death and upon the death of NELVA E. BRUNSTING, and this

provision is to be applied and construed to accomplish this objective. The Personal Representative is to make distributions of income and principal to the Trustee of the BRUNSTING FAMILY LIVING TRUST until my total estate subject to probate and administration is distributed to the Trustee of the BRUNSTING FAMILY LIVING TRUST.

Section E. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, my estate may elect to treat all of the property which passes in trust to a surviving spouse for which a marital deduction is allowed, by reason of Section 2056(b)(7) of the Internal Revenue Code, as if the election to be treated as Qualified Terminable Interest Property had not been made. Reference to the "Special Election For Qualified Terminable Interest Property" will mean and identify the election provided by Section 2652(a)(2) of the Internal Revenue Code. The term "GST Exemption" or "GST Exemption Amount" is the dollar amount of property which may pass as generation skipping transfers under Subtitle B, Chapter 13, of the Internal Revenue Code of 1986 (entitled "Tax on Generation Skipping Transfers") which is exempt from the generation-skipping tax.

Section F. Elective Deductions

The Personal Representative will have the discretionary authority to claim any obligation, expense, cost or loss as a deduction against either estate tax or income tax, or to make any election provided by Texas law, the Internal Revenue Code, or other applicable law, and the Personal Representative's decision will be conclusive and binding upon all interested parties and shall be effective without obligation to make an equitable adjustment or apportionment between or among the beneficiaries of my estate or the estate of a deceased beneficiary.

Article V

Service of the Personal Representative

A Personal Representative may exercise, without court supervision (or the least supervision permitted by law), all powers and authority given to executors and trustees by the laws of the State of Texas and by this will.

Section A. Possession, Assets, Records

My Personal Representative will have the authority to take possession of the property of my estate and the right to obtain and possess as custodian any and all documents and records relating to the ownership of property.

Section B. Retain Property in Form Received, Sale

My Personal Representative will have authority to retain, without liability, any and all property in the form in which it is received by the Personal Representative without regard to its productivity or the proportion that any one asset or class of assets may bear to the whole. My Personal Representative will not have liability nor responsibility for loss of income from or depreciation in the value of property which was retained in the form which the Personal Representative received them. My Personal Representative will have the authority to acquire, hold, and sell undivided interests in property, both real and personal, including undivided interests in business or investment property.

Section C. Investment Authority

My Personal Representative will have discretionary investment authority, and will not be liable for loss of income or depreciation on the value of an investment if, at the time the investment was made and under the facts and circumstances then existing, the investment was reasonable.

Section D. Power of Sale, Other Disposition

My Personal Representative will have the authority at any time and from time to time to sell, exchange, lease and/or otherwise dispose of legal and equitable title to any property upon such terms and conditions, and for such consideration, as my representative will consider reasonable. The execution of any document of conveyance, or lease by the Personal Representative will be sufficient to transfer complete title to the interest conveyed without the joinder, ratification, or consent of any person beneficially interested in the property, the estate, or trust. No purchaser, tenant, transferee or obligor will have any obligation whatsoever to see to the application of payments made to my Personal Representative. My Personal Representative will also have the authority to borrow or lend money, secured or unsecured, upon such terms and conditions and for such reasons as may be perceived as reasonable at the time the loan was made or obtained.

Section E. Partial, Final Distributions

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will prepare an accounting and may require, as a condition to payment, a written and acknowledged statement from each distributee that the accounting has been thoroughly examined and accepted as correct; a discharge of the Personal Representative; a release from any loss, liability, claim or question concerning the exercise of due care, skill, and prudence of the Personal Representative in the management, investment, retention, and distribution of property during the representative's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Personal Representative, to include the payment of attorneys' fees, from any asserted claim of any taxing agency, governmental authority, or other claimant. Any beneficiary having a question or potential claim may require an audit of the estate or trust as an expense of administration. Failure to require the audit prior to written acceptance of the Personal Representative's report, or the acceptance of payment, will operate as a final release and discharge of the Personal Representative except as to any error or omission having basis in fraud or bad faith.

Section F. Partition, Undivided Interests

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will have the authority (1) to partition any asset or class of assets and deliver divided and segregated interests to beneficiaries; (2) to sell any asset or class of assets (whether or not susceptible to partition in kind), and deliver to the beneficiaries a divided interest in the proceeds of sale and/or a divided or undivided interest in any note and security arrangement taken as part of the purchase price; and/or (3) to deliver undivided interests in an asset or class of assets of the beneficiaries subject to any indebtedness which may be secured by the property.

Section G. Accounting

My Personal Representative will render at least annually a statement of account showing receipts, disbursements, and distributions of both principal and income during the period of accounting and a statement of the invested and uninvested principal and the undistributed income at the time of such statement.

Section H. Protection of Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in my estate. No part of my estate or any trust will be liable for or charged with any debts,

contracts, liabilities or torts of a beneficiary or be subject to seizure or other process by any creditor of a beneficiary.

Section I. Consultants, Professional Assistance

My Personal Representative will have the authority to employ such consultants and professional help as needed to assist with the prudent administration of the estate and any trust. Any representative, other than a corporate fiduciary, may delegate, by an agency agreement or otherwise, to any state or national banking corporation with trust powers any one or more of the following administrative functions: custody and safekeeping of assets; record keeping and accounting, including accounting reports to beneficiaries; and/or investment authority. The expense of the agency, or other arrangement, will be paid as an expense of administration.

Section J. Compensation

Any person who serves as Personal Representative may elect to receive a reasonable compensation, reasonable compensation to be measured by the time required in the administration of the estate or a trust and the responsibility assumed in the discharge of the duties of office. The fee schedules of area trust departments prescribing fees for the same or similar services may be used to establish reasonable compensation. A corporate or banking trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for estates or trusts of similar size and nature and additional compensation for extraordinary services performed by the corporate representative. My Personal Representative will be entitled to full reimbursement for expenses, costs, or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

Section K. Documenting Succession

A person serving as Personal Representative may fail or cease to serve by reason of death, resignation or legal disability. Succession may be documented by an affidavit of fact prepared by the successor, filed of record in the probate or deed records of the county in which this will is admitted to probate. The public and all persons interested in or dealing with my Personal Representative may rely upon the evidence of succession provided by a certified copy of the recorded affidavit, and I bind my estate and those who are its beneficial owners to indemnify and hold harmless any person, firm, or agency from any loss sustained in relying upon the recorded affidavit.

Article VI

No-Contest Requirements

I vest in my Personal Representative the authority to construe this will and to resolve all matters pertaining to disputed issues or controverted claims. I do not want to burden my estate with the cost of a litigated proceeding to resolve questions of law or fact unless that proceeding is originated by my Personal Representative or with the Personal Representative's written permission. Any other person, agency or organization who originates (or who shall cause to be instituted) a judicial proceeding to construe or contest this will or to resolve any claim or controversy in the nature of reimbursement, constructive or resulting trust or other theory which, if assumed as true, would enlarge (or originate) the claimant's interest in my estate, will forfeit any amount to which that person, agency or organization is or may be entitled, and the interest of any such litigant or contestant will pass as if he or she or it had predeceased me.

These directions will apply even though the person, agency or organization shall be found by a court of law to have originated the judicial proceeding in good faith and with probable cause, and even though the proceeding may seek nothing more than to construe the application of this no-contest provision. However, the no-contest provision is to be limited in application as to any claim filed by NELVA E. BRUNSTING, to the exclusion thereof if necessary, to the extent it may deny my estate the benefit of the federal estate tax marital deduction.

THIS WILL is signed by me in the presence of two (2) witnesses, and signed by the witnesses in my presence on January 12, 2005.

ELMER H. BRUNSTING

The foregoing Will was, on the day and year written above, published and declared by ELMER H. BRUNSTING in our presence to be his Will. We, in his presence and at his request, and in the presence of each other, have attested the same and have signed our names as attesting witnesses.

We declare that at the time of our attestation of this Will, ELMER H. BRUNSTING was, according to our best knowledge and belief, of sound mind and memory and under no undue duress or constraint.

WITNESS

WITNESS

SELF-PROVING AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared ELMER H. BRUNSTING, _____ and _____, known to me to be the Testator and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said ELMER H. BRUNSTING, Testator, declared to me and to the said witnesses in my presence that said instrument is his Last Will and Testament, and that he had willingly made and executed it as his free act and deed; and the said witnesses, each on his or her oath stated to me, in the presence and hearing of the said Testator that the said Testator had declared to them that the said instrument is his Last Will and Testament, and that he executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testator and at his request; that he was at that time eighteen years of age or over (or being under such age, was or had been lawfully married, or was then a member of the armed forces of the United States or of an auxiliary thereof or of the Maritime Service) and was of sound mind; and that each of said witnesses was then at least fourteen years of age.

ELMER H. BRUNSTING

WITNESS

WITNESS

Subscribed and sworn to before me by the said ELMER H. BRUNSTING, the Testator, and by the said _____ and _____, witnesses, on January 12, 2005.

Notary Public, State of Texas

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P1795

Carole 00054

**LAST WILL
OF
NELVA E. BRUNSTING**

I, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, of Harris County, Texas, make this Will and revoke all of my prior wills and codicils.

Article I

My Family

I am married and my spouse's name is ELMER H. BRUNSTING.

All references to "my spouse" in my Will are to ELMER H. BRUNSTING.

The names and birth dates of my children are:

<u>Name</u>	<u>Birth Date</u>
CANDACE LOUISE CURTIS	March 12, 1953
CAROL ANN BRUNSTING	October 16, 1954
CARL HENRY BRUNSTING	July 31, 1957
AMY RUTH TSCHIRHART	October 7, 1961
ANITA KAY RILEY	August 7, 1963

All references to my children in my will are to these children, as well as any children subsequently born to me, or legally adopted by me.

Article II

Testamentary Gifts

I give, devise and bequeath all of my property and estate, real, personal or mixed, wherever situated, to my revocable living trust; the name of my revocable living trust is:

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

All of such property and estate shall be held, managed, and distributed as directed in such trust. The exact terms of the BRUNSTING FAMILY LIVING TRUST will govern the administration of my estate and the distribution of income and principal during administration. It is my intent and purpose that the tax planning provisions of the BRUNSTING FAMILY LIVING TRUST apply, and that my estate pass for the benefit of my family with the least possible amount of death taxes.

If my revocable living trust is not in effect at my death for any reason whatsoever, then all of my property shall be disposed of under the terms of my revocable living trust as if it were in full force and effect on the date of my death, and such terms are hereby incorporated herein for all purposes.

Article III

Appointment of Personal Representative

I appoint ELMER H. BRUNSTING as my Personal Representative. In the event ELMER H. BRUNSTING fails or ceases to serve for any reason, I appoint the following individuals as my Personal Representative to serve in the following order:

First, CARL HENRY BRUNSTING

Second, AMY RUTH TSCHIRHART

Third, CANDACE LOUISE CURTIS

The term "Personal Representative" will mean and refer to the office of Independent Executor and Trustee collectively. Reference to Personal Representative in the singular will include the plural, the masculine will include the feminine, and the term is to be construed in context. A Personal Representative will not be required to furnish a fiduciary bond or other security. I direct that no action be required in the county or probate court in relation

to the settlement of my estate other than the probate and recording of my Will and the return of an inventory, appraisal and list of claims as required by law.

Article IV

Payment of Debts, Taxes, Settlement Costs and Exercise of Elections

The following directions concern the payment of debts, taxes, estate settlement costs, and the exercise of any election permitted by Texas law or by the Internal Revenue Code. The Personal Representative of my estate and the Trustee of the BRUNSTING FAMILY LIVING TRUST may act jointly and may treat the property of my estate subject to probate and the property of the BRUNSTING FAMILY LIVING TRUST as one fund for the purpose of paying debts, taxes, estate settlement costs, and making of elections.

Section A. Payment of Indebtedness and Settlement Costs

The Personal Representative will have the discretionary authority to pay from my estate subject to probate the costs reasonably and lawfully required to settle my estate.

Section B. Special Bequests

If property given as a special bequest or gift is subject to a mortgage or other security interest, the designated recipient of the property will take the asset subject to the obligation and the recipient's assumption of the indebtedness upon distribution of the asset to the recipient. The obligation to be assumed shall be the principal balance of the indebtedness on date of death, and the Personal Representative shall be entitled to reimbursement or offset for principal and interest payments paid by my estate to date of distribution.

Section C. Estate, Generation Skipping, or Other Death Tax

Unless otherwise provided in this will or by the terms of the BRUNSTING FAMILY LIVING TRUST, estate, inheritance, succession, or other similar tax shall be charged to and apportioned among those whose gifts or distributive share generate a death tax liability by reason of my death or by reason of a taxable termination or a taxable distribution under the generation skipping provisions of the Internal Revenue Code. To the extent I may lawfully provide, the Personal Representative may pay and deduct from a beneficiary's distributive share (whether the distribution is to be paid outright or is to be continued in trust) the increment in taxes payable by reason of a required distribution or termination of interest

(i.e., estate, gift, inheritance, or generation skipping taxes) to the extent that the total of such taxes payable by reason of a distribution or termination is greater than the tax which would have been imposed if the property or interest subject to the distribution or termination of interest has not been taken into account in determining the amount of such tax. To the extent a tax liability results from the distribution of property to a beneficiary other than under this will or under the BRUNSTING FAMILY LIVING TRUST, the Personal Representative will have the authority to reduce any distribution to the beneficiary from my estate by the amount of the tax liability apportioned to the beneficiary, or if the distribution is insufficient, the Personal Representative will have the authority to proceed against the beneficiary for his, her, or its share of the tax liability. In making an allocation, my Personal Representative may consider all property included in my gross estate for federal estate tax purposes, including all amounts paid or payable to another as the result of my death, including life insurance proceeds, proceeds from a qualified retirement plan or account, proceeds from a joint and survivorship account with a financial institution or brokerage company, proceeds from a buy-sell or redemption contract, and/or any other plan or policy which provides for a payment of death benefits. This provision further contemplates and includes any tax which results from the inclusion of a prior transfer in my federal gross estate even though possession of the property previously transferred is vested in someone other than my Personal Representative. This provision does not include a reduction in the unified credit by reason of taxable gifts made by me. If the Personal Representative determines that collection of an apportioned tax liability against another is not economically feasible or probable, the tax liability will be paid by my estate and will reduce the amount distributable to the residuary beneficiaries. The Personal Representative's judgment with regard to the feasibility of collection is to be conclusive.

Section D. Election, Qualified Terminable Interest Property

The Personal Representative may, without liability for doing so or the failure to do so, elect to treat all or a part of my estate which passes in trust for ELMER H. BRUNSTING under the BRUNSTING FAMILY LIVING TRUST, in which ELMER H. BRUNSTING has an income right for life, as Qualified Terminable Interest Property pursuant to the requirements of Section 2056(b)(7) of the Internal Revenue Code. To the extent that an election is made, and unless ELMER H. BRUNSTING shall issue a direction to the contrary, the Trustee of the BRUNSTING FAMILY LIVING TRUST will pay from the irrevocable share the entire increment in the taxes payable by reason of the death of ELMER H. BRUNSTING to the extent that the total of such taxes is greater than would have been imposed if the property treated as qualified terminable interest property has not been taken into account in determining such taxes. It is my intent and purpose to provide my Personal Representative with the greatest latitude in making this election so that the least amount of federal estate tax will be payable upon my death and upon the death of ELMER H. BRUNSTING, and this

provision is to be applied and construed to accomplish this objective. The Personal Representative is to make distributions of income and principal to the Trustee of the BRUNSTING FAMILY LIVING TRUST until my total estate subject to probate and administration is distributed to the Trustee of the BRUNSTING FAMILY LIVING TRUST.

Section E. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, my estate may elect to treat all of the property which passes in trust to a surviving spouse for which a marital deduction is allowed, by reason of Section 2056(b)(7) of the Internal Revenue Code, as if the election to be treated as Qualified Terminable Interest Property had not been made. Reference to the "Special Election For Qualified Terminable Interest Property" will mean and identify the election provided by Section 2652(a)(2) of the Internal Revenue Code. The term "GST Exemption" or "GST Exemption Amount" is the dollar amount of property which may pass as generation skipping transfers under Subtitle B, Chapter 13, of the Internal Revenue Code of 1986 (entitled "Tax on Generation Skipping Transfers") which is exempt from the generation-skipping tax.

Section F. Elective Deductions

The Personal Representative will have the discretionary authority to claim any obligation, expense, cost or loss as a deduction against either estate tax or income tax, or to make any election provided by Texas law, the Internal Revenue Code, or other applicable law, and the Personal Representative's decision will be conclusive and binding upon all interested parties and shall be effective without obligation to make an equitable adjustment or apportionment between or among the beneficiaries of my estate or the estate of a deceased beneficiary.

Article V

Service of the Personal Representative

A Personal Representative may exercise, without court supervision (or the least supervision permitted by law), all powers and authority given to executors and trustees by the laws of the State of Texas and by this will.

Section A. Possession, Assets, Records

My Personal Representative will have the authority to take possession of the property of my estate and the right to obtain and possess as custodian any and all documents and records relating to the ownership of property.

Section B. Retain Property in Form Received, Sale

My Personal Representative will have authority to retain, without liability, any and all property in the form in which it is received by the Personal Representative without regard to its productivity or the proportion that any one asset or class of assets may bear to the whole. My Personal Representative will not have liability nor responsibility for loss of income from or depreciation in the value of property which was retained in the form which the Personal Representative received them. My Personal Representative will have the authority to acquire, hold, and sell undivided interests in property, both real and personal, including undivided interests in business or investment property.

Section C. Investment Authority

My Personal Representative will have discretionary investment authority, and will not be liable for loss of income or depreciation on the value of an investment if, at the time the investment was made and under the facts and circumstances then existing, the investment was reasonable.

Section D. Power of Sale, Other Disposition

My Personal Representative will have the authority at any time and from time to time to sell, exchange, lease and/or otherwise dispose of legal and equitable title to any property upon such terms and conditions, and for such consideration, as my representative will consider reasonable. The execution of any document of conveyance, or lease by the Personal Representative will be sufficient to transfer complete title to the interest conveyed without the joinder, ratification, or consent of any person beneficially interested in the property, the estate, or trust. No purchaser, tenant, transferee or obligor will have any obligation whatsoever to see to the application of payments made to my Personal Representative. My Personal Representative will also have the authority to borrow or lend money, secured or unsecured, upon such terms and conditions and for such reasons as may be perceived as reasonable at the time the loan was made or obtained.

Section E. Partial, Final Distributions

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will prepare an accounting and may require, as a condition to payment, a written and acknowledged statement from each distributee that the accounting has been thoroughly examined and accepted as correct; a discharge of the Personal Representative; a release from any loss, liability, claim or question concerning the exercise of due care, skill, and prudence of the Personal Representative in the management, investment, retention, and distribution of property during the representative's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Personal Representative, to include the payment of attorneys' fees, from any asserted claim of any taxing agency, governmental authority, or other claimant. Any beneficiary having a question or potential claim may require an audit of the estate or trust as an expense of administration. Failure to require the audit prior to written acceptance of the Personal Representative's report, or the acceptance of payment, will operate as a final release and discharge of the Personal Representative except as to any error or omission having basis in fraud or bad faith.

Section F. Partition, Undivided Interests

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will have the authority (1) to partition any asset or class of assets and deliver divided and segregated interests to beneficiaries; (2) to sell any asset or class of assets (whether or not susceptible to partition in kind), and deliver to the beneficiaries a divided interest in the proceeds of sale and/or a divided or undivided interest in any note and security arrangement taken as part of the purchase price; and/or (3) to deliver undivided interests in an asset or class of assets of the beneficiaries subject to any indebtedness which may be secured by the property.

Section G. Accounting

My Personal Representative will render at least annually a statement of account showing receipts, disbursements, and distributions of both principal and income during the period of accounting and a statement of the invested and uninvested principal and the undistributed income at the time of such statement.

Section H. Protection of Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in my estate. No part of my estate or any trust will be liable for or charged with any debts,

contracts, liabilities or torts of a beneficiary or be subject to seizure or other process by any creditor of a beneficiary.

Section I. Consultants, Professional Assistance

My Personal Representative will have the authority to employ such consultants and professional help as needed to assist with the prudent administration of the estate and any trust. Any representative, other than a corporate fiduciary, may delegate, by an agency agreement or otherwise, to any state or national banking corporation with trust powers any one or more of the following administrative functions: custody and safekeeping of assets; record keeping and accounting, including accounting reports to beneficiaries; and/or investment authority. The expense of the agency, or other arrangement, will be paid as an expense of administration.

Section J. Compensation

Any person who serves as Personal Representative may elect to receive a reasonable compensation, reasonable compensation to be measured by the time required in the administration of the estate or a trust and the responsibility assumed in the discharge of the duties of office. The fee schedules of area trust departments prescribing fees for the same or similar services may be used to establish reasonable compensation. A corporate or banking trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for estates or trusts of similar size and nature and additional compensation for extraordinary services performed by the corporate representative. My Personal Representative will be entitled to full reimbursement for expenses, costs, or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

Section K. Documenting Succession

A person serving as Personal Representative may fail or cease to serve by reason of death, resignation or legal disability. Succession may be documented by an affidavit of fact prepared by the successor, filed of record in the probate or deed records of the county in which this will is admitted to probate. The public and all persons interested in or dealing with my Personal Representative may rely upon the evidence of succession provided by a certified copy of the recorded affidavit, and I bind my estate and those who are its beneficial owners to indemnify and hold harmless any person, firm, or agency from any loss sustained in relying upon the recorded affidavit.

Article VI

No-Contest Requirements

I vest in my Personal Representative the authority to construe this will and to resolve all matters pertaining to disputed issues or controverted claims. I do not want to burden my estate with the cost of a litigated proceeding to resolve questions of law or fact unless that proceeding is originated by my Personal Representative or with the Personal Representative's written permission. Any other person, agency or organization who originates (or who shall cause to be instituted) a judicial proceeding to construe or contest this will or to resolve any claim or controversy in the nature of reimbursement, constructive or resulting trust or other theory which, if assumed as true, would enlarge (or originate) the claimant's interest in my estate, will forfeit any amount to which that person, agency or organization is or may be entitled, and the interest of any such litigant or contestant will pass as if he or she or it had predeceased me.

These directions will apply even though the person, agency or organization shall be found by a court of law to have originated the judicial proceeding in good faith and with probable cause, and even though the proceeding may seek nothing more than to construe the application of this no-contest provision. However, the no-contest provision is to be limited in application as to any claim filed by ELMER H. BRUNSTING, to the exclusion thereof if necessary, to the extent it may deny my estate the benefit of the federal estate tax marital deduction.

THIS WILL is signed by me in the presence of two (2) witnesses, and signed by the witnesses in my presence on January 12, 2005.

NELVA E. BRUNSTING

The foregoing Will was, on the day and year written above, published and declared by NELVA E. BRUNSTING in our presence to be her Will. We, in her presence and at her request, and in the presence of each other, have attested the same and have signed our names as attesting witnesses.

We declare that at the time of our attestation of this Will, NELVA E. BRUNSTING was, according to our best knowledge and belief, of sound mind and memory and under no undue duress or constraint.

WITNESS

WITNESS

SELF-PROVING AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared NELVA E. BRUNSTING, _____ and _____, known to me to be the Testatrix and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said NELVA E. BRUNSTING, Testatrix, declared to me and to the said witnesses in my presence that said instrument is her Last Will and Testament, and that she had willingly made and executed it as her free act and deed; and the said witnesses, each on his or her oath stated to me, in the presence and hearing of the said Testatrix that the said Testatrix had declared to them that the said instrument is her Last Will and Testament, and that she executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testatrix and at her request; that she was at that time eighteen years of age or over (or being under such age, was or had been lawfully married, or was then a member of the armed forces of the United States or of an auxiliary thereof or of the Maritime Service) and was of sound mind; and that each of said witnesses was then at least fourteen years of age.

NELVA E. BRUNSTING

WITNESS

WITNESS

Subscribed and sworn to before me by the said NELVA E. BRUNSTING, the Testatrix, and by the said _____ and _____, witnesses, on January 12, 2005.

Notary Public, State of Texas

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P1807

Carole 00066



CERTIFICATE AND AFFIDAVIT OF TRUST

When you transfer assets that you currently own to the trust, acquire property in the name of the trust or sell property already titled in the trust name, evidence may be required as to the identity of the trustees having authority to sign legal documents on behalf of the trust. For these purposes, your Certificate of Trust or Affidavit of Trust may be furnished to relevant third parties in order to provide the requested information while avoiding the necessity of providing a complete copy of the Living Trust.

P1808

Carole 00067

Certificate of Trust

The undersigned Founders hereby certify the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER H. BRUNSTING and NELVA E. BRUNSTING, Founders and Initial Trustees on October 10, 1996.

The Restatement, dated January 12, 2005, hereby replaces and supersedes our original trust agreement and all prior amendments.

Either Founder while acting as Trustee may conduct business on behalf of the trust without the consent of any other Trustee. The full legal name of our trust for purposes of transferring assets into the trust, holding title of assets and conducting business for and on behalf of the trust, shall be known as:

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

2. Should either original Trustee fail or cease to serve as Trustee by reason of death, disability or for any reason, the remaining original Trustee will continue to serve alone.
3. If both of the original Trustees fail or cease to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as Co-Trustees:

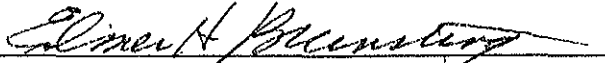
CARL HENRY BRUNSTING and AMY RUTH TSCHIRHART


If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then CANDACE LOUISE CURTIS shall serve as Co-Trustee in his or her place, with the remaining Co-Trustee then serving. However, if there is only one successor Co-Trustee able or willing to serve, such successor Co-Trustee shall serve alone.

On January 12, 2005, the said BRUNSTING FAMILY LIVING TRUST was restated and amended naming the above said successor Trustees.

4. The Trustee(s) under the trust agreement are authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in trust name. All powers of the Trustee(s) are fully set forth in Article Twelve of the trust agreement.
5. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee(s) over trust property.
6. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certify that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on January 12, 2005.


ELMER H. BRUNSTING,
Founder and Trustee


NELVA E. BRUNSTING,
Founder and Trustee

P1809

Carole 00068

Certificate of Trust

The undersigned Founders hereby certify the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER H. BRUNSTING and NELVA E. BRUNSTING, Founders and initial Trustees, on October 10, 1996.

The Restatement, dated January 12, 2005, hereby replaces and supersedes our original trust agreement and all prior amendments.

Either Founder while acting as Trustee may conduct business on behalf of the trust without the consent of any other Trustee. The full legal name of our trust for purposes of transferring assets into the trust, holding title of assets and conducting business for and on behalf of the trust, shall be known as:

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

2. Should either original Trustee fail or cease to serve as Trustee by reason of death, disability or for any reason, the remaining original Trustee will continue to serve alone.
3. If both of the original Trustees fail or cease to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as Co-Trustees:

CARL HENRY BRUNSTING and ~~AMY RUTH SCHUMART~~

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then CANDACE LOUISE CURTIS shall serve as Co-Trustee in his or her place, with the remaining Co-Trustee then serving. However, if there is only one successor Co-Trustee able or willing to serve, such successor Co-Trustee shall serve alone.

On January 12, 2005, the said BRUNSTING FAMILY LIVING TRUST was restated and amended naming the above said successor Trustees.

4. The Trustee(s) under the trust agreement are authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in trust name. All powers of the Trustee(s) are fully set forth in Article Twelve of the trust agreement.
5. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee(s) over trust property.
6. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certify that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on _____, _____.

ELMER H. BRUNSTING,
Founder and Trustee

NELVA E. BRUNSTING,
Founder and Trustee

P1810

Carole 00069

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on _____, _____, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.

Witness my hand and official seal.

Notary Public, State of Texas

Affidavit of Trust

1. The following trust is the subject of this Affidavit:

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

On January 12, 2005, the said BRUNSTING FAMILY LIVING TRUST was restated and amended. The Restatement replaces and supersedes our original trust agreement and all prior amendments.

2. The names and addresses of the currently acting Trustees of the trust are as follows:

Names:

ELMER H. BRUNSTING
NELVA E. BRUNSTING

Address:

13630 Pinerock
Houston, Texas 77079

3. The trust is currently in full force and effect.
4. Attached to this Affidavit and incorporated in it are selected provisions of the trust evidencing the following:

a.	Article I	-	Restatement of the trust and initial Trustees
b.	Article III	-	Statement of revocability of the trust
c.	Article IV	-	Successor Trustees
d.	Article VII	-	Upon the Death of One of Us
e.	Article XII	-	Powers of the Trustees
f.	Article XIV	-	Signature pages

5. The trust provisions which are not attached to this Affidavit are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustees.
6. The signatories of this Affidavit are currently the acting Trustees of the trust and declare that the foregoing statements and the attached trust provisions are true and correct, under penalty of perjury.
7. This Affidavit is dated January 12, 2005.

Elmer H. Brunsting
ELMER H. BRUNSTING, Trustee

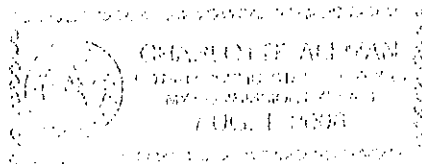
Nelva E. Brunsting
NELVA E. BRUNSTING, Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Affidavit of Trust was acknowledged before me on January 12, 2005, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Trustees.

Witness my hand and official seal.

Charlotte Allman
Notary Public, State of Texas



THE RESTATEMENT OF THE BRUNSTING FAMILY LIVING TRUST

Article I

Our Family Living Trust

Section A. The Restatement of Our Trust

This restatement of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996 is made this day by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and wife, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, (together called "Founders") who presently reside in Harris County, Texas.

We now wish to restate that original trust agreement and any amendments thereto, in their entirety.

This restatement, dated January 12, 2005, shall replace and supersede our original trust agreement and all prior amendments.

We shall serve together as the initial Trustees of this joint revocable living trust.

Notwithstanding anything in our trust declaration to the contrary, when we are serving as Trustees under our trust declaration, either of us may act for and conduct business on behalf of our trust as a Trustee without the consent of any other Trustee.

Section B. The Title of Our Trust

Although the name we have given to our trust for our own convenience is the BRUNSTING FAMILY LIVING TRUST, the full legal name of our trust for purposes of transferring assets into the trust, holding title to assets and conducting business for and on behalf of the trust, shall be known as:

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

Article III

Our Right to Amend or Revoke This Trust

Section A. We May Revoke Our Trust

While we are both living, either of us may revoke our trust. However, this trust will become irrevocable upon the death of either of us. Any Trustee, who is serving in such capacity, may document the non-revocation of the trust with an affidavit setting forth that the trust remains in full force and effect.

The affidavit may, at the Trustee's discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence that the trust remains in full force and effect.

Section B. We May Amend Our Trust

This trust declaration may be amended by us in whole or in part in a writing signed by both of us for so long as we both shall live. Except as to a change of trust situs, when one of us dies, this trust shall not be subject to amendment, except by a court of competent jurisdiction.

Each of us may provide for a different disposition of our share in the trust by using a qualified beneficiary designation, as we define that term in this agreement, and the qualified beneficiary designation will be considered an amendment to this trust as to that Founder's share or interest alone.

Section C. Income Tax Matters

For so long as this trust remains subject to amendment or revocation in its entirety, and for so long as a Founder is a Trustee of the trust, this trust will be treated for income tax reporting purposes as a "grantor trust" as that term is used by the Internal Revenue Service, particularly in Treasury Regulation Section 1.671-4(b).

For so long as a Founder is a Trustee of the trust, the tax identification numbers will be the social security numbers of the Founders and all items of income, gain, loss, credit and

deduction are to be reported on the Founders' individual or joint income tax returns. At such time as the trust becomes irrevocable, in whole or in part, because of the death of one of us, the trust is to be treated for income tax purposes as required by Subchapter J of the Internal Revenue Code.

Article IV

Our Trustees

Section A. Original Trustees

Founders appoint ELMER H. BRUNSTING and NELVA E. BRUNSTING as the original Trustees of this trust. However, either of us may conduct business and act on behalf of this trust without the consent or authority of any other Trustee. Any third party may conclusively rely on the authority of either of us without the joinder of the other.

Section B. Our Successor Trustees

Each of the original Trustees will have the right to appoint their own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any reason, and may specify any conditions upon succession and service as may be permitted by law. Such appointment, together with any specified conditions, must be in writing.

If an original Trustee does not appoint a successor, the remaining original Trustee or Trustees then serving will continue to serve alone.

If both of the original Trustees fail or cease to serve by reason of death, disability or for any reason without having appointed a successor or successors, then the following individuals will serve as Co-Trustees:

CARL HENRY BRUNSTING and ~~AMY RUTH TSCHIRHART~~

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then CANDACE LOUISE CURTIS shall serve as Co-Trustee in his or her place, with the remaining Co-Trustee then serving. However, if there is only one successor Co-Trustee able or willing to serve, such successor Co-Trustee shall serve alone.

Successor Trustees will have the authority vested in the original Trustees under this trust document, subject to any lawful limitations or qualifications upon the service of a successor imposed by any Trustee in a written document appointing a successor.

Article VII

Upon the Death of One of Us

Section A. Settlement of Affairs

Upon the death of the first Founder to die, our Trustee is authorized, but not directed, to pay the following expenses, claims and liabilities which are attributable to the first Founder to die:

Funeral, burial and expenses of last illness

Statutory or court-ordered allowances for qualifying family members

Expenses of administration of the estate

Legally enforceable claims against the deceased Founder or the deceased Founder's estate

Taxes occasioned by death

Any payment authorized above is discretionary. No claim or right to payment may be enforced against this trust by virtue of such discretionary authority.

1. Deceased Founder's Probate Estate

Payments authorized under this Section shall be paid only to the extent that the probate assets (other than real estate, tangible personal property or property that, in our Trustee's judgment, is not readily marketable) are insufficient to make these payments. However, if our trust holds United States Treasury Bonds which are eligible for redemption at par in payment of the federal estate tax, our Trustee shall redeem such bonds to the extent necessary to pay federal estate tax as a result of a death.

Payments authorized under this Section may be made by our Trustee, in its sole and absolute discretion, either directly to the appropriate persons or institutions or to the personal representative of the deceased Founder's probate estate. If our Trustee makes payments directly to the personal representative

of the deceased Founder's probate estate, our Trustee shall not have any duty to see to the application of such payments. Any written statement of the deceased Founder's personal representative regarding material facts relating to these payments may be relied upon by our Trustee.

As an addition to our trust, our Trustee is authorized to purchase and retain in the form received any property which is a part of the deceased Founder's probate estate. In addition, our Trustee may make loans to the deceased Founder's probate estate with or without security. Our Trustee shall not be liable for any loss suffered by our trust as a result of the exercise of the powers granted in this paragraph.

Our Trustee shall be under no obligation to examine the records or accounts of the personal representative of the deceased Founder's probate estate and is authorized to accept distributions from the personal representative of the deceased Founder's probate estate without audit.

2. Exempt Property Excluded

Our Trustee shall not use any property in making any payments pursuant to this Section to the extent that such property is not included in the deceased Founder's gross estate for federal estate tax purposes. However, if our Trustee makes the determination, in its sole and absolute discretion, that other non-exempt property is not available for payments authorized under this Section, it may then use such exempt property where it is not economically prudent to use non-exempt property for the payment of such expenses.

3. Apportionment of Payments

Except as otherwise specifically provided in this trust declaration, all expenses and claims, and all estate, inheritance and death taxes, excluding any generation-skipping transfer tax, resulting from the death of a Founder shall be paid without apportionment and without reimbursement from any person.

Notwithstanding anything to the contrary in our trust, no death taxes payable as a result of the death of the first Founder to die shall be allocated to or paid from the Survivor's Trust or from any assets passing to the surviving Founder and qualifying for the federal estate tax marital deduction unless our Trustee has first used all other assets available to our Trustee.

Notwithstanding anything to the contrary in our trust declaration, estate, inheritance and death taxes assessed with regard to property passing outside

of our trust or outside of our probate estates, but included in the gross estate of a Founder for federal estate tax purposes, shall be chargeable against the persons receiving such property.

Section B. Division and Distribution of Trust Property

Our Trustee shall divide the remaining trust property into two separate trusts upon the death of the first one of us to die. The resulting trusts shall be known as the Survivor's Trust and the Decedent's Trust.

1. Creation of the Survivor's Trust

The Survivor's Trust shall consist of the surviving Founder's interest in the community portion of the trust property, if any, and his or her separate portion of the trust property. In addition, the Survivor's Trust shall be the fractional share of the deceased Founder's trust property as follows:

a. Numerator of the Fractional Share

The numerator of the fractional share shall be the smallest amount which, if allowed as a marital deduction, would result in the least possible federal estate tax being payable as a result of the deceased Founder's death, after allowing for the unified credit against federal estate tax (after taking into account adjusted taxable gifts, if any) as finally determined for federal estate tax purposes, and the credit for state death taxes (but only to the extent that the use of this credit does not require an increase in the state death taxes paid).

The numerator shall be reduced by the value, for federal estate tax purposes, of any interest in property that qualifies for the federal estate tax marital deduction and which passes or has passed from the deceased Founder to the surviving Founder other than under this Article.

b. Denominator of the Fractional Share

The denominator of the fractional share shall consist of the value, as finally determined for federal estate tax purposes, of all of the deceased Founder's trust property under this agreement.

2. Creation of the Decedent's Trust

The Decedent's Trust shall consist of the balance of the trust property.

Section C. Valuation of Property Distributed to the Survivor's Trust

Our Trustee shall use those values as finally determined for federal estate tax purposes in making any computation which is necessary to determine the amount distributed to the Survivor's Trust. On the dates of distribution, the fair market value of all of the deceased Founder's property shall in no event be less than the amount of the Survivor's Trust as finally determined for federal estate tax purposes.

Section D. Conversion of Nonproductive Property

The surviving Founder shall at any time have the absolute right to compel our Trustee to convert nonproductive property held as an asset of the Survivor's Trust to productive property. Such right exists notwithstanding any contrary term in this agreement. The surviving Founder shall exercise this right by directing our Trustee in writing to convert such property.

Section E. Survivor's Right to Refuse Property or Powers Granted

With respect to property passing to the surviving Founder or for the surviving Founder's benefit, any portion of any interest in such property or power may be disclaimed by the surviving Founder within the time and under the conditions permitted by law with regard to disclaimers.

Any interest disclaimed by the surviving Founder with respect to any portion of the Survivor's Trust shall be added to the Decedent's Trust. Any interest disclaimed by the surviving Founder with respect to any portion of the Decedent's Trust shall be disposed of under the appropriate provisions of this agreement as though the surviving Founder had predeceased the first Founder to die.

Any disclaimer exercised must be an irrevocable and unqualified refusal to accept any portion of such interest in the property or power disclaimed. Such disclaimer must be delivered to our Trustee in writing.

Section F. Allocation of Trust Property

Subject to the conditions of Section B.1 of this Article, our Trustee shall have the complete authority to make allocations of the deceased Founder's trust property between the Survivor's and Decedent's Trusts.

Our Trustee may make allocations in cash or its equivalent, in kind, in undivided interests, or in any proportion thereof between the two trusts. Our Trustee may also, in its sole discretion, allocate such assets in kind based on the date of distribution values, rather than an undivided interest in each and every asset.

Our Trustee shall not allocate any property or assets, or proceeds from such property or assets, to the Survivor's Trust which would not qualify for the federal estate tax marital deduction in the deceased Founder's estate.

Our Trustee shall not allocate any policies of life insurance insuring the life of the surviving Founder to the Survivor's Trust that are the sole and separate property of the deceased Founder.

To the extent that there are insufficient assets qualifying for the marital deduction to fully fund this Survivor's Trust, the amount of the funding to the Survivor's Trust shall be reduced accordingly.

Our Trustee shall consider the tax consequences of allocating property subject to foreign death tax, property on which a tax credit is available, or property which is income in respect of a decedent under applicable tax laws prior to allocating the deceased Founder's property to the Survivor's Trust.

Section G. Distributions from Retirement Plan to the Survivor's Trust

If Retirement Plan distributions are included in the Survivor's Trust, or in any Survivor's Trust Share, our Trustee shall comply with the following guidelines.

1. Form of Distribution

Our Trustee may elect to receive distributions from any pension, profit sharing, individual retirement account, or other retirement plan ("Retirement Plan") for which our Trust, or any subtrust provided for herein, is named as beneficiary, in installments or in a lump sum.

2. Income Requirement

Our Trustee shall elect to receive distributions from a Retirement Plan payable to the Survivor's Trust or any Survivor's Trust Share in compliance with the minimum distribution rules of the Internal Revenue Code if applicable and also so that at least all income earned by the Retirement Plan each calendar year is distributed to the Trust and allocated to trust income during the year. If distributions from the Retirement Plan total less than all income earned by the Retirement Plan for a calendar year, our Trustee shall demand additional distributions equal to at least the shortfall so that the surviving Founder will receive all income earned by the Retirement Plan at least annually. The surviving Founder shall have full power, in such surviving Founder's discretion, to compel our Trustee to demand such distributions and to compel the Retirement Plan Trustee to convert any nonproductive property to productive property.

3. Retirement Plan Expenses

In calculating "all income earned by the Retirement Plan," our Trustee shall allocate all Retirement Plan expenses, including income taxes and Trustee's fees, that are attributable to principal distributions so that all income distributions from the Retirement Plan are not reduced.

Article XII

Our Trustees' Powers and Authority

Section A. Applicability of Texas Trust Code and Other Statutes

The Trustee shall have the powers, duties, and liabilities set forth in this declaration and as more specifically stated in this Article, as well as such powers, duties and liabilities set forth in the Texas Trust Code, and all other applicable state and federal statutes, as now enacted and as hereafter amended, except to the extent the same may be inconsistent with the provisions of this declaration, in which case the provisions of this declaration shall govern.

Section B. Powers to Be Exercised in the Best Interests of the Beneficiaries

The Trustee shall exercise the following administrative and investment powers without the order of any court, as the Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries.

Notwithstanding anything to the contrary in this agreement, the Trustee shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

The Trustee may perform every act reasonably necessary to administer each and every share or trust created under this agreement.

Section C. General Investment and Management Powers

The Trustee is authorized to invest in such investments as the Trustee deems proper and prudent, even if such investments fail to constitute properly diversified trust investments or for any other reason could be considered to be improper trust investments. The Trustee's investment authority is intended to be quite broad, and shall include, but is not limited to, all authority that follows.

In addition, the Trustee is granted the authority to exercise any managerial powers of an individual with respect to matters affecting a trust, it being our intention to grant broad managerial discretion to the Trustee that is consistent with the management and administration of a trust, including the following managerial authorities.

Originally Contributed Properties

The Trustee may continue to hold and maintain all assets originally contributed to any trust.

Additional Properties

The Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, either from us, from either of us, or from any other person, corporation, or entity.

Upon receipt of any additional property, the Trustee shall administer and distribute the same as part of the trust property.

The Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of trust funds or may result in inadequate diversification of the trust property.

Securities Powers

The Trustee may invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property real or personal, as it shall determine.

The Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales on margin. The Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by other Trustees with such brokers as securities for loans and advances made to the Trustee.

The Trustee may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the trust property.

The Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.

Investment of Cash Assets

A corporate entity serving as Trustee may deposit trust funds with itself as either a permanent or temporary investment, and may place trust funds under its administration in common trust funds established and maintained by such corporate trustee or its affiliate. In

determining where to invest cash resources, the Trustee may consider all factors, including facility of access and security of funds invested, as well as the stated rate of return.

Unproductive or Wasting Assets

Except as otherwise provided in this agreement, the Trustee may receive, acquire and maintain assets that may constitute unproductive, underproductive or wasting assets if the Trustee believes it is reasonable to do so. Upon the sale or disposition of any such asset, the Trustee need not make an allocation of any portion of the principal element of such sale proceeds to the income beneficiaries of the trust.

Personal Residence and Furnishings of Personal Residence

To the extent that the personal residence that we occupied at the date of the death of the first of us to die and any furnishings of such residence become part of a trust estate, the Trustee is authorized to continue to retain and use, to distribute in kind, or to sell any such assets should the Trustee believe the retention, use, distribution or sale of such assets would be beneficial to the survivor of us.

Mineral Properties

The Trustee shall have the power to acquire, exchange, maintain or sell mineral interests, and to make oil, gas and mineral leases covering any lands or mineral interests forming a part of a trust estate, including leases for periods extending beyond the duration of the trust.

The Trustee may pool or unitize any or all of the lands, mineral leaseholds or mineral interests of a trust with others for the purpose of developing and producing oil, gas or other minerals, and may make leases or assignments containing the right to pool or unitize.

The Trustee may enter into contracts and agreements relating to the installation or operation of absorption, repressuring and other processing plants, may drill or contract for the drilling of wells for oil, gas or other minerals, may enter into, renew and extend operating agreements and exploration contracts, may engage in secondary and tertiary recovery operations, may make "bottom hole" or "dry hole" contributions, and may deal otherwise with respect to mineral properties as an individual owner might deal with his own properties.

The Trustee may enter into contracts, conveyances and other agreements or transfers deemed necessary or desirable to carry out these powers, including division orders, oil, gas or other hydrocarbon sales contracts, processing agreements, and other contracts relating to the processing, handling, treating, transporting and marketing of oil, gas or other mineral production.

Any lease or other agreement may have a duration that the Trustee deems reasonable, even though extending beyond the duration of any trust created in this agreement.

The Trustee may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owners' groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

The Trustee may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any mineral interests, and may pay the cost of such services from the principal or income of the trust property.

The Trustee may use the general assets of the trusts created under this agreement for the purposes of acquiring, holding, managing, developing, pooling, unitizing, repressuring, or disposing of any mineral interests.

The term "mineral" shall mean minerals of whatever kind and wherever located, whether surface or subsurface deposits, including (without limitation) coal, lignite and other hydrocarbons, iron ore, and uranium.

Power to Enter Into or Continue Business Activities

The Trustee shall have the authority to enter into, engage in, expand, carry on, terminate and liquidate any and all business activities, whether in proprietary, general or limited partnership, joint venture or corporate form, with such persons and entities as the Trustee deems proper. This power pertains to business activities in progress at the date of our deaths, and to business opportunities arising thereafter. Business activities conducted by the Trustee should be related to the administration and investment of the trust estate, for it is not our intention to convert any trust into an entity that would be taxable as an association for federal tax purposes.

Banking Authority

The Trustee is authorized to establish and maintain bank accounts of all types in one or more banking institutions that the Trustee may choose.

Corporate Activities

The Trustee may form, reorganize or dissolve corporations, and may exercise all rights of a stockholder, including the right to vote for or against mergers, consolidations and

liquidations, and to act with or without substitution. An individual serving as Trustee may elect himself as an officer or director of a corporation owned in part or in whole by a trust created by this declaration, and a corporate entity serving as Trustee may elect one of its officers to such a position, and in each such instance the person so elected may be paid reasonable compensation for services rendered to such corporation in such capacity. The Trustee may retain, exercise or sell rights of conversion or subscription to any securities held as part of the trust property.

Agricultural Powers

The Trustee may retain, sell, acquire, and continue any farm or ranching operation whether as a sole proprietorship, partnership, or corporation.

The Trustee may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

The Trustee may engage and participate in any government farm program, whether state or federally sponsored.

The Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

The Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities; acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

The Trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this agreement.

Real Estate

The Trustee may purchase or sell real property, and may exchange, partition, subdivide, develop, manage, and improve real property. The Trustee may grant or acquire easements, may impose deed restrictions, may adjust boundaries, may raze existing improvements, and may dedicate land or rights in land for public use. The Trustee may construct, repair, alter, remodel, demolish or abandon improvements. The Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

Authority to Sell or Lease and Other Dispositive Powers

The Trustee may sell, lease or grant options to lease trust property without the consent or ratification of any court, remainderman, or third party, including the authority to lease beyond the anticipated term of a trust, upon such terms and for such consideration as the Trustee deems appropriate. The Trustee may make such contracts, deeds, leases, and other instruments it deems proper under the circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

Warranties and Covenants

The Trustee may convey properties with such covenants and warranties of title (general or special) as the Trustee deems appropriate.

Trustee's Compensation

The Trustee shall pay itself reasonable compensation for its services as fiduciary as provided in this agreement.

Employment and Delegation of Authority to Agents

The Trustee may employ and compensate, and may discharge, such advisors and agents as the Trustee deems proper, and may delegate to an agent such authorities (including discretionary authorities) as the Trustee deems appropriate, by duly executed powers of attorney or otherwise.

Power to Release or Abandon Property or Rights, and to Pursue Claims

The Trustee may release, compromise or abandon claims or rights to property for such consideration (including no consideration) as the Trustee determines to be appropriate when the Trustee determines it is prudent to do so. The Trustee is authorized to institute suit on behalf of and to defend suits brought against a trust estate, and to accept deeds in lieu of foreclosure.

Nominal Title and Use of Nominees

With or without disclosing fiduciary capacity, the Trustee may acquire title to property in the name of the Trustee or in the name of one or more nominees, and may allow its nominees to take possession of trust assets with or without direct custodial supervision by the Trustee.

Power to Lend Money and Guarantee Obligations

The Trustee may lend money to any person, to any business entity, to an estate, or to any trust, if the Trustee deems the loan to be in the best interests of the trust beneficiaries, provided that any such loan (except loans to beneficiaries) shall be adequately secured and shall bear a reasonable rate of interest.

The Trustee, in the Trustee's discretion, may endorse, guarantee, become the surety of or otherwise become obligated for or with respect to the debts or other obligations of any person or legal entity, whether with or without consideration, when the Trustee believes such actions advance the purposes of any trust created hereunder.

The Trustee may make loans from a beneficiary's trust share to or for the benefit of such a beneficiary on an unsecured basis, and for such rate of interest as the Trustee deems appropriate, when in the Trustee's judgment, such loan would be consistent with the purposes of such trust.

Power to Borrow

The Trustee may assume the payment of and renew and extend any indebtedness previously created by either or both Founders, and the Trustee may create new indebtedness and raise money by any means, including margin trading in securities, when the Trustee believes such borrowing will be beneficial to the trust estate.

The Trustee is authorized to secure the payment of each such indebtedness, and all renewals, extensions and refinancing of same, by pledge, mortgage, deed of trust or other encumbrance covering and binding all or any part of the trust estate of a trust.

The Trustee may loan its own monies to a trust and may charge and recover the then usual and customary rate of interest thereon when, in the discretion of Trustee, it is prudent to do so.

Payment of Indebtedness and Settlement Costs

The Trustee may in its sole discretion pay the funeral and burial expenses, expenses of the last illness, and valid claims and expenses of an income beneficiary of any trust created under this agreement.

Funeral and burial expenses shall include, but not be limited to, the cost of memorials of all types and memorial services of such kind as the Trustee shall approve. Valid claims and expenses shall include, but not be limited to, all state and federal death taxes.

The payments shall be paid from the assets of the trust or trusts from which the beneficiary was receiving income.

Transactions Between the Trustee and Our Personal Representatives

The Trustee is authorized to accept from our personal representatives, upon the termination or during the administration of our respective probate estates, if any, assets delivered by our personal representatives to the Trustee on the basis of the accounting submitted by the personal representatives, without requiring an audit or other independent accounting of the acts of our personal representatives, and the Trustee shall not have liability for the acts or omissions of our personal representatives. The foregoing shall not limit the right of our Trustee to request an accounting from our personal representatives and our personal representatives shall, upon request from the Trustee, furnish a complete accounting for their actions.

The Trustee shall have the power to purchase property from our estates at its fair market value, as determined by our personal representatives and by our Trustee, and to the extent required to permit such purchase of assets and to permit loans from the Trustee to our estate, we specifically waive application of the provisions of Section 352 of the Texas Probate Code and Sections 113.053 and 113.054 of the Texas Trust Code.

Commingling Trust Estates

For the purpose of convenience with regard to the administration and investment of the trust property, the Trustee may hold the several trusts created under this agreement as a common fund.

The Trustee may make joint investments with respect to the funds comprising the trust property.

The Trustee may enter into any transaction authorized by this Article with fiduciaries of other trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciaries are also Trustees under this agreement.

Addition of Accumulated Income to Principal

The Trustee shall, on a convenient periodic basis, add the accumulated undistributed income of any trust which does not provide for mandatory income distributions to specified beneficiaries, and which does not require that any undistributed income be maintained separately for ultimate distribution to specified beneficiaries, to the principal of such trust.

Distributions Not Treated as Advancements

No distributions to a beneficiary of any trust created hereunder shall be treated as an advancement against the beneficiary's share of such trust unless the distribution is specially so treated on the Trustee's records at the time of the distribution or unless the Trustee gives notice of such fact to the beneficiary at the time of the distribution. If the Trustee has the discretion to make distributions from a trust to more than one beneficiary, the Trustee ordinarily should not treat distributions to any particular beneficiary as an advancement of that beneficiary's share of the trust unless an event has occurred causing the termination of such trust.

Tax Elections

The Trustee may exercise any available elections regarding state or federal income, inheritance, estate, succession or gift tax law including the right to elect any alternate valuation date for federal estate or inheritance tax purposes, the right to elect whether all or any parts of the administration of a deceased Founder's estate are to be used as estate tax deductions or income tax deductions, the right to make compensating adjustments between income and principal as a result of such elections if necessary, and the right to elect to have trust property qualify for the federal estate tax marital deduction as qualified terminable interest property under the appropriate provisions of the Internal Revenue Code and its regulations. The Trustee may also sign tax returns; pay any taxes, interest or penalties with regard to taxes; apply for and collect tax refunds thereon.

The Trustee is authorized to make elections available under applicable tax laws as the Trustee determines, in its discretion, to be advisable even though such elections may affect the interests of trust beneficiaries. The Trustee need not, but may, in its sole discretion, make equitable adjustments of the interests of the trust beneficiaries in light of the effect of such elections.

Transactions in Which the Trustee Has A Direct or Indirect Interest

We expressly waive prohibitions existing under the common law and the Texas Trust Code that might otherwise prohibit a person or entity who is serving as a Trustee from engaging in transactions with himself or itself personally, so long as the consideration exchanged in any such transaction is fair and reasonable to the trust created by this declaration. Specifically, we authorize the Trustee (a) to buy or sell trust property from or to an individual or entity serving as a Trustee, or from or to a relative, employee, business associate or affiliate of such individual serving as Trustee; (b) to sell or exchange and to transact other business activities involving properties of one trust with another trust under

the control of the Trustee; and (c) to sell or purchase from a trust the stock, bonds, obligations or other securities of the Trustee or its affiliate.

Notwithstanding the general powers conferred upon the Trustee, or anything to the contrary contained in this agreement, no individual Trustee shall exercise or participate in the exercise of discretion with respect to the distribution of trust income or principal to or for the benefit of such Trustee.

No individual Trustee shall exercise or participate in the exercise of such discretionary power with respect to distributions to any person or persons such Trustee is legally obligated to support as to that support obligation.

Section D. Apportionment of Receipts and Expenses Between Income and Principal

The Trustee shall have the power, exercisable in such Trustee's reasonable and sole discretion, to determine what is principal or income of a trust or trust share. The Trustee shall pay from income or principal all of the reasonable expenses attributable to the administration of the respective trusts created in this agreement. The Trustee shall have the power to establish a reasonable reserve for depreciation or depletion and to fund the same by appropriate charges against income of the trust estate. For purposes of determining an appropriate reserve for depreciable or depletable assets, the Trustee may (but need not) adopt the depreciation or depletion allowance available for federal income tax purposes.

Section E. Records, Books of Account and Reports

The Trustee shall promptly set up and thereafter maintain, or cause to be set up and maintained, proper books of account which shall accurately reflect the true financial condition of the trust estate. Such books of account shall at all reasonable times be open for inspection or audit only by current, mandatory income beneficiaries, their parent or court appointed guardians, and the duly authorized agents, attorneys, representatives and auditors of each, at the expense of the beneficiary making such inspection or audit.

The Trustee shall make a written financial report, at least semi-annually, to each beneficiary of the trust who is entitled to receive a present, mandatory income distribution, unless such beneficiary, or such beneficiary's parent or legal guardian, has executed a written waiver of the right to receive such a report. The Trustee shall not be obligated to provide financial reports to a beneficiary who is less than eighteen years old if such reports are being provided to a parent of such beneficiary. Such reports shall be submitted to the parent or guardian of a minor beneficiary, or to the guardian or other legal representative of any incapacitated beneficiary.

The first financial report shall identify all property initially received by the Trustee. The first report and each subsequent report shall include a statement of all property on hand at the end of such accounting period, of all property that has come to the knowledge or possession of the Trustee that has not been previously listed as property of the trust, of all known liabilities, of all receipts and disbursements during such period (including a statement as to whether the receipt or disbursement is of income or principal), and of such other facts as the Trustee deems necessary to furnish in order to provide adequate information as to the condition of the trust estate.

Except as otherwise provided in this declaration, should any person interested in a trust estate request an accounting for the Trustee's actions that is more extensive or more frequent than the accounting normally to be rendered, the Trustee may require such person to pay the additional costs incurred in preparing the same before complying with such request.

Section F. Trustee's Liability

No person or entity serving as Trustee without compensation shall be liable for any error of judgment or mistake of fact or law or for ordinary negligence, but shall be liable for acts involving willful misconduct, gross negligence or bad faith.

Unless otherwise provided, no person or entity serving as Trustee who is receiving compensation for his or its services hereunder shall be liable for any loss which may occur as a result of any actions taken or not taken by the Trustee if such person or entity has exercised the reasonable care, skill and prudence generally exercised by a compensated fiduciary with respect to the administration, investment, and management of similar estates.

No person or entity serving as Trustee shall be liable for the acts, omissions or defaults of any other person or entity serving as Trustee, agent or other person to whom duties may be properly delegated hereunder (except that each corporate trustee shall be liable for the acts, omissions and defaults of its officers and regular employees) if such agent or other person was engaged with reasonable care.

Unless a Trustee shall expressly contract and bind himself or itself individually, no Trustee shall incur any personal liability to any person or legal entity dealing with the Trustee in the administration of a trust. The Trustee shall be entitled to reimbursement from the properties of a trust for any liability or expense, whether in contract, tort or otherwise, incurred by the Trustee in the proper administration of a trust.

The Trustee shall be indemnified from the trust property for any damages sustained by the Trustee as a result of its exercising, in good faith, any of the authorities granted it under this trust declaration.

Section G. Duty of Third Parties Dealing with Trustee

No person dealing with the Trustee shall be responsible for the application of any assets delivered to the Trustee, and the receipt of the Trustee shall be a full discharge to the extent of the property delivered. No purchaser from or other person dealing with the Trustee, and no issuer or transfer agent of any securities to which any dealing with the Trustee shall relate, shall be under any duty to ascertain the power of the Trustee to purchase, sell, exchange, transfer, encumber or otherwise in any manner deal with any property held by the Trustee. No person dealing with the Trustee in good faith shall be under any duty to see that the terms of a trust are complied with or to inquire into the validity or propriety of any act of the Trustee.

Section H. Division and Distribution of Trust Estate

When the Trustee is required to divide or make distribution from a trust estate, in whole or in part, such division or distribution may be made by the Trustee in cash or in kind, or partly in cash and partly in kind, and the Trustee may assign or apportion to the distributees undivided interests in any assets then constituting a part of such trust estate. The Trustee may encumber property, may sell property, and may make non-pro-rata distributions when the Trustee believes it is practical or desirable and equitable to do so in order to effectuate a trust distribution regardless of the income tax basis of any asset.

If non-pro-rata distributions are to be made, the Trustee should attempt to allocate the tax basis of the assets distributed in an equitable manner among the beneficiaries of the trust, but the Trustee may at all times rely upon the written agreement of the trust beneficiaries as to the apportionment of assets. To the extent non-pro-rata distributions are made and the tax basis of the assets so distributed is not uniformly apportioned among beneficiaries, the Trustee may, but need not, make any equitable adjustments among such beneficiaries as a result of such nonuniformity in basis.

Section I. Life Insurance

The Trustee shall have the powers with regard to life insurance as set forth in this Section I, except as otherwise provided in this agreement.

The Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on both Founders' individual or joint lives, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest.

The Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.

The Trustee may borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source and may assign any such policy as security for the loan.

The Trustee shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

The Trustee may elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

The Trustee shall have the power to sell policies at their fair market value to the insured or to anyone having an insurable interest in the policies.

The Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy.

Upon termination of any trust created under this agreement, the Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

Section J. Insured Trustee's Authority

Any individual Trustee under this agreement, other than either Founder, is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual Trustee and which is held as part of the trust property.

If the Trustee holds any such policy or policies as a part of the trust property, the powers conferred on the owner of such a policy shall be exercised only by the other then acting Trustee.

If the insured Trustee is the only then acting Trustee, then such powers shall be exercised by a substitute Trustee designated pursuant to the provisions of this agreement dealing with the trusteeship.

If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented

by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

Section K. Estimated Income Tax Payment Allocation

The Trustee, in its sole discretion, may elect or not elect to treat all or any portion of federal estimated taxes paid by any trust to be treated as a payment made by any one or more beneficiaries of such trust who are entitled to receive current distributions of income or principal from such trust. The election need not be made in a pro rata manner among all beneficiaries of the trust.

If there is an individual serving as a co-trustee who is a beneficiary of a trust created by this declaration, that individual may not take part in any decision to treat any trust estimated income tax payment as a payment by such individual.

In exercising or choosing not to exercise the discretion granted in this paragraph, the Trustee shall not be liable to any beneficiary or to any other persons directly or indirectly for any action or inaction so taken except for its willful fraud or gross negligence.

Section L. Merger of Trusts

If at any time the Trustee determines it would be in the best interest of the beneficiary or beneficiaries of any trust created by this declaration to transfer or merge all of the assets held in such trust with any other trust created either by trust instrument or by will for the benefit of the same beneficiary or beneficiaries and under substantially similar trusts, terms and conditions, the Trustee under this declaration, after giving not less than thirty days advance written notice to its beneficiaries, is authorized to transfer to or merge all of the assets held under the trust created by this declaration to such other substantially similar trust, and to terminate the trust created under this declaration regardless of whether the Trustee under this declaration also is acting as the trustee of such other trust.

The Trustee under this declaration shall not be subject to liability for delegation of its duties for any such transfer to a substantially similar trust having a different person or entity serving as trustee, and shall have no further liability with respect to trust assets properly delivered to the trustee of any such other substantially similar trust. Similarly, the Trustee of any trust created by this declaration is authorized to receive from the trustee of any other substantially similar trust the assets held under such other trust.

Section M. Termination and Distribution of Small Trust

If, in the discretionary judgment of the person(s) or entity serving as Trustee, other than a surviving Founder acting as Trustee, any trust shall at any time be a size which, in the Trustee's sole judgment, shall make it inadvisable or unnecessary to continue such trust, then the Trustee may distribute the trust estate of such trust to its beneficiaries in proportion to their respective presumptive interests in such trust at the time of such termination.

If either or both of us are a beneficiary of a trust terminated pursuant to this paragraph and are surviving at the date of such termination, the Trustee (other than a surviving Founder acting as Trustee) shall distribute the assets of such terminated trust to both of us or the survivor of us. The Trustee shall not be liable either for terminating or for refusing to terminate a trust as authorized by this paragraph.

Section N. Elimination of Duty to Create Identical Trusts

If the provisions of this trust direct the Trustee to hold any portion of its trust estate at its termination as the trust estate of a new trust for the benefit of any person or persons who already are beneficiaries of an existing identical trust, that portion of the terminating trust shall be added to the existing identical trust, and no new trust shall be created.

Section O. Powers of Trustee Subsequent to an Event of Termination

The Trustee shall have a reasonable period of time after the occurrence of an event of termination in which to wind up the administration of a trust and to make a distribution of its assets. During this period of time the Trustee shall continue to have and shall exercise all powers granted herein to the Trustee or conferred upon the Trustee by law until all provisions of this declaration are fully executed.

Section P. Requesting Financial Information of Trust Beneficiaries

In exercising its discretion to make any discretionary distributions to the beneficiaries of any trust created hereunder, the Trustee is authorized to request any financial information, including prior federal income tax returns, from the respective beneficiaries that the Trustee deems necessary in order to exercise its discretion in accordance with the provisions for making such distributions under this declaration.

Section Q. Retirement Plan Elections

Except as otherwise provided in this trust declaration, the Trustee may receive or disclaim any and all proceeds from retirement plans, including, but not limited to, qualified pension, profit sharing, Keogh, individual retirement accounts, or any other form or type of plan. The Trustee may make such elections and exercise options as provided in such plan, without liability to any beneficiary for the election made or option elected. Any disclaimed proceeds or benefits shall be paid in accordance with the terms, conditions, and directives set forth in the subject plan.

Section R. Qualification as a Qualified Subchapter S Trust

If any stock of an S corporation becomes distributable to a trust created under this agreement, and such trust is not a qualified Subchapter S trust, the Trustee may implement any of the following alternatives with respect to the S corporation stock:

1. A Sole Beneficiary

Where the original trust is for a sole beneficiary, the Trustee may create for that beneficiary a separate trust that qualifies as a Subchapter S trust, and then distribute such stock to the newly created trust.

2. Multiple Beneficiaries

Where the original trust is for multiple beneficiaries, the Trustee may divide the trust into separate trusts for each of the beneficiaries. Each newly created trust shall hold that beneficiary's pro rata share of the S corporation stock, and shall qualify as a Subchapter S trust.

3. Outright Distribution

If circumstances prevent the Trustee from accomplishing the first two alternatives under this paragraph, the Trustee may, in its sole and absolute discretion, distribute such stock to the beneficiaries as if the trust had terminated, while continuing to hold any other non-S corporation property in trust.

Each newly created S corporation trust shall have mandatory distributions of income and shall not provide for powers of appointment that can be exercised by the beneficiary during the beneficiary's lifetime. In all other respects, the

newly created trusts shall be as consistent as possible with the original trusts and still qualify as Subchapter S trusts.

The Trustee may take any action necessary with regard to S corporations, including making any elections required to qualify stock as S corporation stock, and may sign all required tax returns and forms.

Section S. Elective Deductions

A Trustee will have the discretionary authority to claim any obligation, expense, cost or loss as a deduction against either estate tax or income tax, or to make any election provided by Texas law, the Internal Revenue Code, or other applicable law, and the Trustee's decision will be conclusive and binding upon all interested parties and shall be effective without obligation to make an equitable adjustment or apportionment between or among the beneficiaries of this trust or the estate of a deceased beneficiary.

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, attest that we execute this trust declaration and the terms thereof will bind us, our successors and assigns, our heirs and personal representatives, and any Trustee of this trust. This instrument is to be effective upon the date recorded immediately below.

Dated: January 12, 2005


ELMER H. BRUNSTING, Founder


NELVA E. BRUNSTING, Founder


ELMER H. BRUNSTING, Trustee

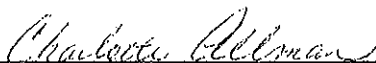

NELVA E. BRUNSTING, Trustee

THE STATE OF TEXAS

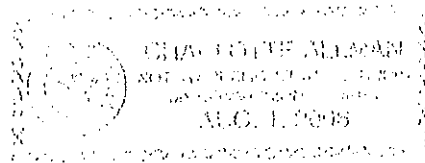
COUNTY OF HARRIS

On January 12, 2005, before me, a Notary Public of said State, personally appeared ELMER H. BRUNSTING and NELVA E. BRUNSTING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as Founders and Trustees.

WITNESS MY HAND and official seal.



Notary Public, State of Texas



P1843

Carole 00102



Dear Carole Brunsting,

This is your receipt for the request we have submitted on your behalf. We will provide your completion alert as requested. If for any reason we're unable to complete your request by the date listed below, we will contact you at the number you provided between 9 a.m. and 6 p.m. local time with a status update. In the event that we need additional information, we will contact you or if we are unable to speak with you directly, we will leave a detailed message on your answering machine or voice mail.

Please call us toll-free at 1.866.445.6496 if you have questions. When you call, please mention your Case ID listed below.

We appreciate your business and look forward to serving you.

Farhana Saleem
Bank of America

My Name: Farhana Saleem
My Manager: Vicky Carey

Customer Name: Carole Brunsting
Customer Contact Number: 713-560-6381

Today's Date: Jun 25, 2012

We will process your request by the close of business on

6/27/2012

When following up on the request, please reference the following Case Number:

12091642

* Phone Number Disclosure: You consent to being contacted at the telephone or cellular phone number you provided above regarding your issue. You also agree that Bank of America may monitor and/or record telephone calls to assure the quality of our service.

65-A

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Carole 00103



Your Public Storage Invoice

Monday, February 13, 2012 4:21 AM

From: "Public Storage" <invoice@customercare.publicstorage.com>
To: cbrunsting@sbcglobal.net



Problem Solved.

Invoice
02/12/2012

Thank you for storing with Public Storage! We appreciate your business.

Property #: 08403
Rental Unit #: 6016
Account #: 13628637
Tenant Name: carol brunsting
Address: 5822 jason street
houston, TX 77074

Balance As Of 02/11/2012: (\$9.29)

The following is information regarding your charges for rental term 03/01/2012 to 03/31/2012:

Rent: \$126.65
Rent Tax: \$0.00
Insurance: \$8.00
Current Balance: \$125.36

As a reminder, rent is due on the first of every month. Remitting payment upon receipt of this email invoice can help you avoid a late fee. If the information above reflects a past due balance and you have already submitted payment, please disregard that portion of the balance. As of the date of this invoice, your last payment in the amount of \$153.65 was received on Feb 3 201.

If you would like to make a payment, please visit our website at <http://www.publicstorage.com> and complete the following steps:

1. Log in to your Account by creating a user name and password or use your existing.
2. Click the 'Make Payment' button on the Storage tab of your Account Information page.
3. Enter payment information as indicated on the screen.
4. Click the 'Submit' button.

You may also visit your local Public Storage facility or remit payment to:

P1845

78-A

08403 - 08403 - 44029 Hillcroft
9630 Hillcroft Street
Houston , TX 77096-3806
(713) 726-2071

You are receiving this email because you subscribed to receive emails from Public Storage.

To make sure you continue receiving our emails to your inbox, please add invoice@customercare.publicstorage.com to your address book or safe sender list.

UNSUBSCRIBE

If you would like to stop receiving invoices from Public Storage, please click [HERE](#).

CONTACT US

For additional assistance, please visit <http://www.publicstorage.com> or call your property manager at (713) 726-2071.

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P1846

YAHOO! MAIL
Classic**Fw: The most humorous aspect**

Sunday, April 29, 2012 1:17 PM

From: "Candace Curtis" <occurtis@sbcglobal.net>**To:** "Amy" <at.home3@yahoo.com>, "Anita" <akbrunsting@suddenlink.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>**Cc:** "Carl and Drina Brunsting" <cbarch@sbcglobal.net>, "Drina Brunsting" <drinabrunsting@sbcglobal.net>

1 File (1334KB)



Duties of ...

ME, ME, ME. Always attempting to personalize what is a legal matter. This is not personal, nor is it based on my "feelings" or "thoughts" about anyone. It's BUSINESS. It is based entirely upon the law. Legal obligations and legal rights. Because Anita's personal opinions guided her actions, this makes it all the more heinous. Amy, I can say the same about you. I remember screaming at you of how ashamed you and Anita should be for what you are saying and doing. I recall reducing you to tears, but perhaps these were crocodile tears - just like the one's Carole cries.

Carole, you ignorant slut, crying poor little Carole. If there's a poor "little me" in any of this, it won't be the result of self pity before the fact.

Anita, the attached applies to you.

----- Forwarded Message -----

From: Carole Brunsting <cbrunsting@sbcglobal.net>**To:** drinabrunsting@sbcglobal.net**Cc:** occurtis@sbcglobal.net**Sent:** Sun, April 29, 2012 10:23:25 AM**Subject:** Re: The most humorous aspect

Thank you Drina. Now it is perfectly clear what you and Candy think about me.

--- On Sun, 4/29/12, Drina Brunsting <drinabrunsting@sbcglobal.net> wrote:

From: Drina Brunsting <drinabrunsting@sbcglobal.net>

Subject: Re: The most humorous aspect

To: "Carole Brunsting" <cbrunsting@sbcglobal.net>

Date: Sunday, April 29, 2012, 11:56 AM

30-A

P1847

She has nothing to hide? Gosh, it must be fucking St. Carole in the flesh. I am surprised her image has not appeared on some screen door somewhere or an a baked tortilla.

She has nothing to apologize for? She lied, spied, vascillated her loyalties constantly, gossiped and conspired , made a conscious decision to join in the fray in a sick and masochistic attempt to systematically dismantle her brother's life and family until we were very nearly & completely destroyed.

But they all fucking failed.

She got a wad of money that wasn't hers; all the while her brother's medical bills were piling up to the level of being obscene. She went along with the pirates and got paid off by them to keep quiet. She is the great pretender.

She stole from her older sister and only brother while he was at his most vulnerable, as well as from her ailing and dying mother.

She is as despicable & as evil as they are. She makes me want to vomit.

--- On Sun, 4/29/12, Carole Brunsting <cbrunsting@sbcglobal.net> wrote:

From: Carole Brunsting <cbrunsting@sbcglobal.net>
 Subject: Re: The most humorous aspect
 To: "Amy" <at.home3@yahoo.com>, "Anita" <akbrunsting@suddenlink.net>,
 "Candace Curtis" <occurtis@sbcglobal.net>
 Cc: "Carl and Drina Brunsting" <cbarch@sbcglobal.net>, "Drina Brunsting"
 <drinabrunsting@sbcglobal.net>
 Date: Sunday, April 29, 2012, 11:24 AM

Candy,

I am enjoying my weekend because I have nothing to hide and nothing to apologize for so go wherever you want to on Monday morning. Like I said in my previous email, if you want to speak over the phone or face to face when you are in Houston please let me know.

Carole

--- On Sun, 4/29/12, Candace Curtis <occurtis@sbcglobal.net> wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
 Subject: The most humorous aspect
 To: "Amy" <at.home3@yahoo.com>, "Anita"

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<akbrunsting@suddenlink.net>, "Carole Brunsting"
<cbrunsting@sbcglobal.net>
Cc: "Carl and Drina Brunsting" <cbarch@sbcglobal.net>, "Drina Brunsting"
<drinabrunsting@sbcglobal.net>
Date: Sunday, April 29, 2012, 10:24 AM

Dear Carole, Amy and Anita,

As I said previously, the three of you are joined at the hip now. Siamese triplets. Imagine that. Can any one of you think of someone you dislike more, or trust less, than your twisted sisters, now that you may be starting to see the almost WHOLE truth, for the first time? Do you have doubts about the sanity of all this? Carole talking to Anita, Anita talking to Amy and then Carole again. Selective disclosure, half truths, outright lies. Disrespecting one another TO one another in a succession of phone calls. Two-faced? I'm pondering just how I might be able to pit one of you against the other two, or the three of you against each other pointing the finger of blame and trying to excuse your own selves. We'll reach the finish line quicker if you start attacking each other. CAT FIGHT! How fun! 🐾

Follow the money on the schedules yourself. Put together a comprehensive time line based upon the dates you misappropriated, self-dealt and commingled, keeping in mind the penal code gauges the severity of the crime by the amount of money involved. Who got what, when, how, and for what purpose? It's a pretty sad sight. Bottom line (excuse my French), you're fucked.

If I am not totally thrilled with the offers I receive, this is how it will work.

I will go to the DA's office with what I have. I will accuse each of you with a first degree felony and the DA will launch an investigation. It won't take them long before they issue an information or indictment. You will be prosecuted.

At that juncture, your counsel will have no choice but to file a

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petition in Carl's case and in the federal court to suspend the proceedings until the resolution of the criminal action. The reason for that is that if you continue to answer the questions that I am asking truthfully, you are guaranteed to be convicted in the criminal court. (If you lie in order to try to avoid the truth, you are just sinking yourselves in the tar baby.) So you will have to plead the 5th amendment to remain silent in the civil action because of the pending criminal action. They will suspend the civil actions pending the outcome of the criminal proceeding and the DA will prove my case without me having to lift a finger or pay one red cent.

The question you need to be asking yourselves right now is, what is stopping me from going to the DA first thing Monday morning? Who is going to squeal like a pig to save their own ass? I get the feeling that not all of you will have that option.

Enjoy the remainder of your weekend.

Your loving sister,

Candy

P.S. Am I the only one hearing banjos? 🎸

P1850

**Re: Status**

Saturday, April 28, 2012 11:13 AM

From: "Candace Curtis" <occurtis@sbcglobal.net>
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>, "Amy" <at.home3@yahoo.com>, "Anita" <akbrunsting@suddenlink.net>
Cc: "Carl and Drina Brunsting" <cbarch@sbcglobal.net>, "Drina Brunsting" <drinabrunsting@sbcglobal.net>

Dear Carole,

Our Mother's estate was looted and robbed while she was sick and dying, under your watch, and you have the audacity to ask me how I can speak to you like this?

The time and place for this discussion will be set by the court. First it will be by deposition in a public forum and then it will be on the witness stand. The way it is going, you may end up in two courts - one civil and the other criminal. All discussions will be under oath and all of the questions and answers will be made a part of the public record. You will be able to explain how you managed, along with Amy and Anita, to collectively purloin over half a million dollars in 15 months **that we know of**, while Mother was still alive. You will need to show what those funds were used for. I suggest you start looking through your car for all the receipts and other paperwork, because that's where you seem to misplace everything. If you have nothing to hide you should have no problem whatsoever proving that. However, I suggest that you consult with a criminal attorney for advice, since misappropriating fiduciary assets while the aged victim yet lives, is NOT related to probate or trust administration, and can cause you to be convicted and incarcerated. Make no mistake about it - this is not a threat.

I have never threatened or bullied you. You have been lying to me all along. You are just as guilty as Amy and Anita and Texas has what they call "aiding and abetting breach of fiduciary". You conspired and took what did not belong to you and you think because you were not the trustee that you are not liable? One who aids and abets breach of fiduciary, adopts the fiduciary relationship upon themselves, and are just as guilty as the trustees. New research reveals the possibility of RICO act charges.

http://en.wikipedia.org/wiki/Racketeer_Influenced_and_Corrupt_Organizations_Act

At first glance you may dismiss this out of hand because it does not appear to apply. However, if you manage to read and comprehend to the very end, you will see that the shoe fits all of you. Because it now appears to be a conspiracy, you are all joined at the hip. Don't worry, they might house family together in the penitentiary.

P1851

Any of you wearing these shoes, thinking you have nothing to worry about, need to get a grip on reality. My patience has been tried and is wearing thin, not to mention the emotional distress involved in contemplation of putting my own sisters in prison. Denial and excuses, where evidence of transactions and financial records are the appropriate responses, is going to end my tolerance in short order.

It is obvious why you would seek to discuss these matters mano y mano, in a forum where the dialog is hearsay, but I have NOTHING to hide and am above reproach in every way. I am available by phone 24/7.

As far as an apology, I have had enough of your excuses. You will suffer the consequences of your actions, whatever they turn out to be. If the promise of justice seems like a threat, then you should reevaluate your claims.

C

From: Carole Brunsting <cbrunsting@sbcglobal.net>
To: Amy <at.home3@yahoo.com>; Anita <akbrunsting@suddenlink.net>; Candace Curtis <occurtis@sbcglobal.net>
Cc: Carl and Drina Brunsting <cbarch@sbcglobal.net>; Drina Brunsting <drinabrunsting@sbcglobal.net>
Sent: Sat, April 28, 2012 6:37:38 AM
Subject: Re: Status

For that matter if any of the rest of the family on this email feels that they have something they want to say to me, please let me know and you can call me or I would be happy to meet with you face to face. I have nothing to hide or apologize for and I am tired of being threatened and bullied. Please let me know the time and place and I will either meet with you in person or be available by phone.

--- On Fri, 4/27/12, Candace Curtis <occurtis@sbcglobal.net> wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
Subject: Status
To: "Amy" <at.home3@yahoo.com>, "Anita" <akbrunsting@suddenlink.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>
Cc: "Carl and Drina Brunsting" <cbarch@sbcglobal.net>, "Drina Brunsting" <drinabrunsting@sbcglobal.net>
Date: Friday, April 27, 2012, 11:38 PM

Carole, Amy and Anita,

P1852

I will be in Houston over the weekend of May 18th. Rik is performing at a benefit for U.S. Vets at Reliant Stadium. You may ask yourself "why is she telling us this?"

I am telling you this because... I am sick and tired of all this fucking around. The three of you are class A felons. Your crimes were "CONFESSED" to in the quasi-schedules attached to Amy and Anita's moron attorney's arrogant letter. These crimes were committed while our elderly Mother was still alive, which kicks the felony up to the next level (follow the link below and then read the Texas Penal Code). If you don't have the smarts to try to settle this amongst ourselves, before May 18th, I would suggest you consult with a criminal attorney and stop wasting your time and money with a used car salesman. If I do not have a valid and responsible offer by the time I reach Houston, I will retain counsel at public expense, by dropping in at the Harris County District Attorney's Office and filing a criminal complaint. They will probably refer me to the local police agency, but that's just a formality.

The case below is one of many. This could be what happens to you. I suggest you read it carefully. If I have to turn the dogs loose, the whole notion of resolving this matter within the family goes out the window. You see it every day in criminal court. When a defendant comes up for sentencing the lawyer is talking about all of the propitiation and everything the defendant has done to pay restitution and to set things right. That's when he finds out his propitiation is worth less than, than it would have been had he accepted the kind of offer I am giving you. Don't wait until after you have been arrested to try to make things right. There is no way in hell you are going to get away with it. Are you so spastic that you cannot understand that you are exposed? That you have to answer and that it all comes out? All you can do by fighting the inevitable is to make yourselves more culpable.

<http://www.law.com/jsp/tx/PubArticleTX.jsp?id=1202424168006&slreturn=1>

By the way, I'm still suing you in federal court, despite what your dumb-ass excuse for an attorney told you. Clown school 101 is just about over. Next semester is all about crying.

Have a great weekend.

Your sister,

P1853

Candy

P1854

**Fw: requested documents**

Wednesday, January 25, 2012 9:52 PM

From: "Candace Curtis" <occurtis@sbcglobal.net>**To:** blowintough@att.net, "Carole Brunsting" <cbrunsting@sbcglobal.net>, "Drina Brunsting" <drinabrunsting@sbcglobal.net>

----- Forwarded Message -----

From: Anita Brunsting <akbrunsting@suddenlink.net>**To:** Candace Curtis <occurtis@sbcglobal.net>**Cc:** Candace Freed <candace@vacek.com>; Amy Brunsting <at.home3@yahoo.com>**Sent:** Wed, January 25, 2012 7:31:05 PM**Subject:** RE: requested documents

Candy,

Regarding your request at the bottom of your e-mail. Provisions for the Trust Protector and Special Co-Trustee can be found in the Qualified Beneficiary Designation on pages 15 and 28 respectively. This document was mailed to you on Dec. 21, 2011 by certified mail.

Anita

From: Candace Curtis [mailto:occurtis@sbcglobal.net]**Sent:** Monday, January 23, 2012 11:38 AM**To:** Anita Brunsting; Carl and Drina Brunsting; Carole Brunsting**Cc:** Candace Freed; Amy Brunsting; al@vasek.com**Subject:** Re: requested documents

Dear Anita,

If you think that sending me incomplete or inaccurate records in this piecemeal fashion somehow satisfies my demands for production, or your legal obligation to produce said records, you should probably read the Texas statutes and your trustee handbook, where you will find that your first obligation as an alleged trustee is full and complete disclosure. Your piecemeal dissemination is merely evidence of your refusal or otherwise failure to meet your obligations. This is known in the law of trusts as BREACH. The more information I get, the less I am convinced that you have ANY authority to act as a trustee. You might want to check on how and when powers of attorney terminate.

Further, any intended action which may affect the interest of any beneficiary, requires written notice, by certified mail, no less than 30 days prior to any such action. You are required by law to notify ALL named trustees and successor trustees, and ALL beneficiaries and successor beneficiaries, in writing, by certified mail. You have failed to do so, over and over and over again, which means that NONE of your actions are valid.

If you intend to act on the basis of your alleged appointment, which no one forced you to accept, then you should probably apprise yourself of the law regarding your LEGAL OBLIGATIONS. Secondly,

P1855

if you intend to act in any way whatsoever, you should probably be absolutely certain that your actions are lawful. It's too bad you didn't get a second opinion, or at least had an attorney who read her partner's "in terrorem" article before thinking you could exacerbate exculpatory or no-contest clauses in your fake ass qualified beneficiary designation. All those fatuous exacerbations are just further evidence of your moral turpitude, misfeasance and mal intent.

I could be mistaken, but with your refusal to provide full and complete disclosure, rather just doling out the documents in bits and pieces as you see fit, would appear to compel a presumption of impropriety as a matter of law. It's called extrinsic fraud.

Oh, and one more thing regarding your fake ass qualified beneficiary designation. If you intend to act on that document's alleged grant of authority and you think you are prepared to litigate the question of its validity, you should probably try to figure out what EACH paragraph means and how in the world ANYONE could have explained that to our Mother. You assert that Mother signed those documents making those changes, knowing full well what she was signing. I, however, upon receipt of your initial piecemeal documents, contacted Mother by telephone and she assured me in no uncertain terms that she did no such thing. Better yet, she followed it with a written communication reciting our conversation and saying very clearly "that is not true". Disclaiming will not cure the past.

I have not bothered to consult with or retain counsel because I CAN READ AND COMPREHEND THE LAW. I have over 30 years of experience in contracts, accounting, and business management for multi-million dollar corporations. I am familiar with trust law because as a property manager all properties were managed under trusts. I am VERY FAMILIAR with NOTICE and accounting requirements.

How you managed to obtain a PhD without the ability to read and comprehend is a mystery to me. If you understood trust law AT ALL your disrespectful conduct and power arrogance would be VERY different or nonexistent. I guess that why it is said that those that cannot do, TEACH.

As it regards your actual trustee delegation, you are and have always been the sole trustee for the last-to-die life insurance policy. Daddy told me that the purpose of that policy was so that we would all have means pending the trust administration and final distribution, if any. You have failed to communicate any quality information about the proceeds of that policy. It has been 85 days since Mother's death and the majority of life insurance companies settle such claims within the first 90 days. I can envision no complications as it was not an accidental or other limited policy. So, WHERE IS MY MONEY? I have several emails from you over the years asking me to sign blank forms regarding the insurance. I have always asked for copies of the life insurance trust document so that I would know what it was I was waiving. You have consistently refused or otherwise failed to provide this to me, as you are obliged to do by your own voluntary acceptance of the fiduciary obligation.

And just one last item. You received a written demand for disclosure of the identity of the trust protector or the special co-trustee(s) if any. Your lack of disclosure of this basic information, or any expression of good faith, leaves me with concerns that there is something you fear or want to conceal, but don't worry, what ever it is, we'll get to the bottom of it.

P1856

Sincerely,

Candy

From: Anita Brunsting <akbrunsting@suddenlink.net>
To: Candace Curtis <occurtis@sbcglobal.net>
Cc: Candace Freed <candace@vacek.com>; Amy Brunsting <at.home3@yahoo.com>
Sent: Sun, January 22, 2012 9:02:11 PM
Subject: requested documents

Dear Candy,

Attached please find the appointment of successor trustees dated 12/21/10 and mother's will.

Anita

P1857



Re: Do you know anything I don't?

Monday, January 16, 2012 12:25 PM

From: "Carole Brunsting" <cbrunsting@sbcglobal.net>

To: "Candace Curtis" <occurtis@sbcglobal.net>

<http://realestate.marthaturner.com/Sites/MTP/doSearch.cfm>
 priced just above lot value? I guess you get the house for free.

--- On Thu, 1/12/12, Candace Curtis <occurtis@sbcglobal.net> wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
 Subject: Re: Do you know anything I don't?
 To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
 Date: Thursday, January 12, 2012, 5:26 PM

That is what my internet research revealed as well. Based on that, even if we give it a month from when the company received the death certificate we should have gotten it by now. I think she is making everyone suffer because of my actions and Carl's emails. She is thinking "I'll show them", but she's just digging herself in deeper. My bosses are going to be out of town next week. I have a ton of year end work to do for taxes and it's hard to concentrate when they're around making demands upon my time. I'm going to try to squeeze in some time for my initial communication with that attorney. I want her waiting in the wings so when I've had enough all I have to do is press the button. I was hoping I would not have to fight over the life insurance. Daddy told me he specifically bought that policy so we would have something in the interim OR in case there was nothing left in the trust to distribute. The woman should have received the paperwork in early December, not two or three weeks ago. Someone is not telling the truth.

From: Carole Brunsting <cbrunsting@sbcglobal.net>
To: Candace Curtis <occurtis@sbcglobal.net>
Sent: Thu, January 12, 2012 3:09:06 PM
Subject: Re: Do you know anything I don't?

I asked her about that last week and it has been at least 2 weeks since she said the woman recieved the paperwork. She agreed that it did not take long for mother to recieved her life insurance money from the policies daddy had. According to the internet it should only take a few weeks.

--- On Thu, 1/12/12, Candace Curtis <occurtis@sbcglobal.net> wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
 Subject: Re: Do you know anything I don't?
 To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
 Date: Thursday, January 12, 2012, 4:55 PM

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If you call her, please ask about the life insurance too. I'm sick and tired of this whole mess. Mother had been helping me with property taxes for the last couple of years too. The first installment is past due already. I simply do not understand why she continues to be so cruel to all of us. Maybe she doesn't need the money, but she is the ONLY trustee for the life insurance trust, so if she hasn't been funneling money to Amy then Amy must want hers too.

The longer it takes, the more suspicious I become. I would not give a shit if it took her a year to settle the trust if I had something to fall back on. As it is I am going to have to sell some of the stock to pay my medical bills and buy my medication. I was not going to use it for taxes in anticipation of the \$50k.

From: Carole Brunsting <cbrunsting@sbcglobal.net>
To: Candace Curtis <occurtis@sbcglobal.net>
Sent: Thu, January 12, 2012 2:43:40 PM
Subject: Re: Do you know anything I don't?

I will. I have been getting home so late and by the time I eat and then read emails I am asleep by 9 or 9:30 because it is kind of cold and it feels good to crawl under the blankets. I have not heard anything but maybe I will call Anita tonight to find out if they put the house on the market. They said they would have the appraisal on Monday and that is all they were waiting on.

--- On **Thu, 1/12/12**, Candace Curtis <occurtis@sbcglobal.net> wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
Subject: Do you know anything I don't?
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Thursday, January 12, 2012, 4:35 PM

Carole,

I haven't heard from you in awhile. Hope all the rain and flooding didn't affect you too badly. Call me sometime.

Love you,

C

P1859



Fw: Gawd are you going to love this

Wednesday, January 4, 2012 1:35 PM

From: "Candace Curtis" <occurtis@sbcglobal.net>

To: "Carl and Drina Brunsting" <cbarch@sbcglobal.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>

Please see below this email!!!

Ha Ha Ha 😄

I don't have easy access to the no contest clause here at work, but it appears that Miss Piggy has been **challenging** the trust from the get-go. The August 2010 document, in MY mind, is the largest piece of evidence we have. I have read it ad nauseum and every time I do it is clear that within that document Anita challenged the trust AND tried to stop anyone from challenging her challenge at the risk of being disinherited.

It's only a matter of time. The sooner the better. Ha Ha Ha 😄

----- Forwarded Message -----

From: Candace Curtis <ccurtis@erscorp.us>
To: Candace Curtis <occurtis@sbcglobal.net>
Sent: Wed, January 4, 2012 11:11:33 AM
Subject: FW: Gawd are you going to love this

Candace L. Curtis
Project Administrator
ERS Corp
1600 Riviera Avenue, Suite 310
Walnut Creek, CA 94596
TEL: (925) 938-1600 x 100
FAX: (925) 938-1610
ccurtis@erscorp.us

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

From: Rik Munson [mailto:Blowintough@att.net]
Sent: Wednesday, January 04, 2012 10:45 AM
To: Candy
Subject: Gawd are you going to love this

From Blacks 4th

Challenge, v. To object or except to; To prefer objections to a person, right, or instrument; To **formally** call into question the capability of a person for a particular function, or the existence of a right claimed, or the sufficiency or validity of an instrument; **to call or put in question; to put into dispute; to render doubtful.**

The real purpose of the no-contest clause is to prevent argument amongst the heirs. I think Anita

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challenged the trust and that will become obvious by the things she did that created a dispute. As I have said. Once you establish that there is a pattern of behavior designed for illicit purposes, such as unjust self enrichment, every other incident will be viewed with a presumption of impropriety putting the burden on the defendants to bring forth evidence that their conduct was proper.

Every day that passes we get a little closer to the roasting and toasting parting. The idiot tried to sell the farm and wanted to gamble on the stock market with your parents money and your inheritance. In today's world however, large corporations are divesting in the market and reinvesting in farm land.

So, your little sister isn't merely corrupt, she's an idiot!

P1861

**Fw: mom's house**

Thursday, December 29, 2011 11:23 AM

From: "Candace Curtis" <occurtis@sbcglobal.net>**To:** "Carl and Drina Brunsting" <cbarch@sbcglobal.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>, "Drina Brunsting" <drinabrunsting@sbcglobal.net>

This makes me sick! Why would this not stay my email address? Ulfian Way is my home, why would I want her to use another address?

Carl, Carole, has she asked you guys what you want? What year is the farm already rented for, 2011? What is the income for the year in question? Isn't it payable in advance? If it's 2011 she's talking about, "a little more time" is 2 1/2 days.

BTW, a spreadsheet that lists the assets IS NOT an accounting, and the two documents we received ARE NOT a complete copy of the trust documents. If Candace thinks THEY are going to get away with the "fraudulent concealment" she should have her head examined.

I wonder what Anita will think if/when she notices that I cc'd Candace (and the rest of you) on my reply.

----- Forwarded Message -----

From: Anita Brunsting <akbrunsting@suddenlink.net>**To:** Candace Curtis <occurtis@sbcglobal.net>**Cc:** Amy Brunsting <at.home3@yahoo.com>**Sent:** Wed, December 28, 2011 8:13:20 PM**Subject:** mom's house

Is this going to stay your email address? Also, do you want me to keep sending any certified/registered mail materials to your house on Ulfian Way or do you have another address that you want me to use? For some of this mail, it will have to be you that signs for it.

We have almost finished cleaning up the house and we will have everything moved out in a few weeks. We've engaged a realtor and she said the house looked well taken care of (she was very impressed based on a lot of others she has seen in the same age range) and didn't think it would be a tear down, just something for someone to update. Said the floor plan and large amount of storage was a big plus. The fault is the only detractor, but I found daddy's records of all the repairs and it has a transferrable warranty, so the realtor said that was a really good thing. We hope to get it on the market next week - she said that would be a good window to start as there's not much on the market right now, but more should come on by the end of the month.

After we get the house sold, we'll figure out the farm and the remaining liquid assets. Just double checking, you still want to hold onto your portion of the farm right? If so, are you interested in "trading" some of the liquid assets (like your portion of the remaining stock/mutual funds or cash from the sale of the house) for more farm land? I'm just trying to get an idea of what everyone wants. The farm is already rented for this year, so we'll just divide the income from that by 5, so this gives us a little more time to figure out the farm in the long run.

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We're still working w/ the lawyer to get a final tally of the worth of all the assets, when that's complete, you will get a spreadsheet that lists them.

Anita

P1863

**Re: Carl's call to you**

Monday, July 18, 2011 7:48 AM

From: "Drina Brunsting" <drinabrunsting@sbcglobal.net>**To:** "Carole Brunsting" <cbrunsting@sbcglobal.net>

I don't believe you about the call, so don't even try. Your brother asked you a direct and simple question and you started hemming and hawing around - not even able to do this simple thing for him. He thought he could at least trust you, but now he knows differently.

You could still send him what you have instead of telling him that crap about asking Anita. You all have a right to a copy of the trust and if I have to get an attorney in order to release what should have already been sent to him I will.

You all seem to be in some sort of mean-spirited conspiracy against your own brother who, by the way, stood up for you when Anita was scheming to talk Carl into gaining control of YOURS and CANDY's part of the trust. She called him frequently, bad-mouthing all of your lifestyles and YOUR BROTHER DEFENDED YOU and CANDY.

When she called CPS on Amy, Carl was appalled and told her she messed up big time and to undo it all. A lot of good it did Carl to stand up for you. Little did he know he was in defense of pirates who would turn on him in the most devastating and traumatic time of his life.

This idea has been swimming around in their heads for a very long time to the point of trying to manipulate Carl into doing something he never would even DREAM of doing to you or his other sisters. It really pissed Anita off when Carl took up for you and Candy and told her it is your business what you all do with your own inheritances and he was not going to interfere, just split everything the way your DAD WANTED IT. Your Dad is probably rolling over in his grave with all of this unseemly business and hanging his head in shame of what's become of his daughters and how they have treated his only son.

I know who they are and I know WHAT they are and if anyone thinks I am going to stand passively by and watch this heinous and despicable assault on Carl, you had all better think again.

What is wrong with you all? How can you all be so mean toward him? He has every right to his OWN copy of a trust which names HIM in it. This is the most under-handed sneaky bunch of bad and greedy business we have ever witnessed.

My God, are you all just aiming to kill him? Do you know your brother saw Jesus when he nearly died? An experience I doubt none of you will ever have.

Drina

From: Carole Brunsting <cbrunsting@sbcglobal.net>**To:** Drina Brunsting <drinabrunsting@sbcglobal.net>**Sent:** Sun, July 17, 2011 10:44:15 PM**Subject:** Re: Carl's call to you

Drina,

Carl's call caught me offguard. When I saw the number I assumed he may be trying to call Marta again. When he asked about the trust I did not want to get into that conversation with him again because I have never had a role in the trust and the only copy I have of the trust is the one

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with changes made thru Aug 2010. When Mother resigned as trustee in Dec 2010, I was not there in the attorneys office and there may have been other changes that were made at that time. So there is a more current version than the one in Aug. I do not have a copy of the most current version which is what I assumed Carl wanted. Anita and Amy are the only ones with the most recent copy of the trust.
Carole

--- On Sun, 7/17/11, Drina Brunsting <drinabrunsting@sbcglobal.net> wrote:

From: Drina Brunsting <drinabrunsting@sbcglobal.net>

Subject: Carl's call to you

To: "Carole Brunsting" <cbrunsting@sbcglobal.net>

Date: Sunday, July 17, 2011, 11:00 AM

Carole;

Why did you tell Carl that you don't have a copy of the trust? You told me last summer after it was changed that you have a copy of it and that Candy did as well. You even said you took a copy of it to an attorney and Candy said the same thing. Now you are changing your story. That bit about having to call Anita is a lie and you know it.

Just exactly what is your intention in doing this to your brother?

Drina

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