

**TOLLING AGREEMENT REGARDING  
STATUTE OF LIMITATIONS**

THIS Agreement (the "Agreement") is between VACEK & FREED, PLLC and CANDACE L. KUNZ-FREED (hereinafter jointly referred to as "the Firm") and CARL BRUNSTING (hereinafter referred to as "Brunsting"), and is effective August 24, 2012.

WHEREAS, a potential dispute has arisen between Brunsting and the Firm concerning actions taken in connection with the trusts created by Brunsting's parents, Elmer and Nelva Brunsting; and

WHEREAS, the parties to the Agreement wish to allow the Brunsting siblings time to attempt to resolve issues relating to the trusts created by Elmer and Nelva Brunsting and to then allow Brunsting to evaluate fully the impact that any such settlement might have on the rights, remedies and causes of action available against the Firm, without prejudice because of the delay to Brunsting's right to pursue those potential claims or causes of action against the Firm;

NOW, THEREFORE, in consideration of Brunsting's continued promise to temporarily forebear filing a legal action against the Firm, the parties hereby agree:

1. The running of any statute of limitations imposed by any jurisdiction for the filing of any civil action (including but not limited to actions or claims under the Texas Deceptive Trade Practice Act) with respect to any claim or cause of action for damages which could be asserted under the law as it existed on August 24, 2012 by Brunsting against the Firm shall be suspended from August 24, 2012 until the expiration of thirty (30) days after the first to occur of (i) the receipt by either party of written notice from the other as provided below, (ii) the completion of a mediation between the Brunsting siblings, or (iii) December 31, 2012.
2. Either party to the Agreement may provide written notice to the other party to the Agreement of its intention to terminate the Agreement. Any written notice provided pursuant to the Agreement will be sent by certified mail, return receipt requested or by hand delivery as follows:

*If to Brunsting:*

Bobbie G. Bayless  
Bayless & Stokes  
2931 Ferndale  
Houston, Texas 77098

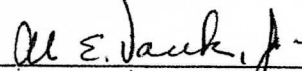
*If to the Firm:*

Zandra Foley  
Thompson Coe Cousins & Irons, LLP  
One Riverway, Suite 1600  
Houston, Texas 77056

3. The Agreement may be extended upon the mutual written agreement of all parties provided that such extensions are for a definite period of time and comply with the purposes and intentions of the Agreement as well as public policy controlling the efficacy of tolling agreements. If any part of the Agreement is void or unenforceable for any reason the remainder of the Agreement which is enforceable may be severed therefrom in order to enforce and give effect to the intent of the parties.
4. The Agreement is not and shall not be construed as an admission of law or facts relating to any claims or causes of action that may be asserted by Brunsting against the Firm, nor does it constitute an admission of liability by the Firm.
5. The Agreement shall be signed in any number of counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one agreement effective as of the dates of the signatures below.
6. The Agreement may be executed by Brunsting or the Firm through their respective agents, servants, representatives, or attorneys with authority to act on their behalf.
7. The laws of the State of Texas shall govern the interpretation of the Agreement.

  
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CARL BRUNSTING

VACEK & FREED, PLLC

By:   
\_\_\_\_\_  
Printed name: Al E. Vacek Jr.  
Title: Manager

  
\_\_\_\_\_  
CANDACE L. KUNZ-FREED